

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

Ayer District Court
CIVIL ACTION NO. 0748 CV 0568

TROY CAPITAL, LLC, ASSIGNEE OF EASY)
LOAN CORPORATION, ASSIGNEE OF GE)
CAPITAL FINANCIAL INC.,)
Plaintiff,)
VS.)
FRANK P. KARKOTA, JR. AKA FRANK P.)
KARKOTA AKA FRANK KARKOTA,)
Defendant)

**AFFIDAVIT OF PLAINTIFF IN SUPPORT OF PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

I, TROY DUPUIS, hold the position of
Plaintiff and Keeper of Records with the Plaintiff,
TROY CAPITAL, LLC, ASSIGNEE OF EASY LOAN CORPORATION, ASSIGNEE OF GE
CAPITAL FINANCIAL INC.. I provide this affidavit in support of PLAINTIFF'S MOTION
FOR SUMMARY JUDGMENT ON THE COMPLAINT AND ON THE COUNTERCLAIM.
This affidavit is based upon personal knowledge and information and belief.

1. There is a reasonable likelihood that the Plaintiff will recover a judgment in the amount
as set forth in the Complaint, plus interest, costs, and attorney fees, as applicable. I am
setting forth the following specific facts on which this statement is based.

2. I am the Keeper of the books and records of the Plaintiff and have examined same and
have determined that said books and records are true and correct and were made in the
ordinary course of business of the Plaintiff, and that the balance now due and in arrears
according to the Plaintiff's records from the Defendant, FRANK P. KARKOTA, JR.
AKA FRANK P. KARKOTA AKA FRANK KARKOTA, is:

\$ 5,619.40	Original Principal. See Final Statement attached as Exhibit "A."
\$ 1,404.85	25% Attorney's fees/Collection costs requested, as allowed for in the Agreement. See Agreement attached as Exhibit "B."
\$ <u>3,034.48</u>	12% Judgment Rate Interest from 30 days after the date of demand, September 9, 2003, through March 9, 2008.
\$10,058.73	Total , as of March 9, 2008.

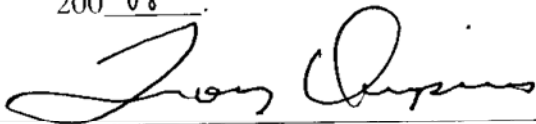
3. The balance due to Plaintiff on the Complaint is a liquidated amount meaning that the
debt owed to Plaintiff is capable of calculation based upon the records and Exhibits

presented.

4. The Agreement allows for reasonable attorney fees/collection costs. See Agreement attached as Exhibit "B."
5. Plaintiff is paying attorney fees/collection costs in the amount of 25% of any amount recovered, and therefore seeks recovery of same from the Plaintiff as part of the balance due on the Complaint.
6. Upon information and belief, the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, is an individual with a place of residence in Westford, Middlesex County, Massachusetts.
7. Upon information and belief the Defendant signed an application requesting a GE Visa credit card from GE CAPITAL FINANCIAL INC. on or about June 16, 1995. See Application attached as Exhibit "C."
8. Upon information and belief, on or about June 20, 1995 GE CAPITAL FINANCIAL INC. issued credit card account #4046910010456711 (the "Account") to the Defendant and COMPOL, INC., a New Hampshire corporation.
9. The credit card and financing pursuant thereto was provided pursuant to the Agreement attached as Exhibit "B."
10. The terms and conditions of the Agreement appear clearly on the Agreement and on the Application. See attached Exhibits "B" and "C."
11. The Defendant and COMPOL, INC. received the benefit of the credit card and monies loaned pursuant thereto.
12. Upon information and belief the Defendant and COMPOL, INC. made charges to the Account.
13. Upon information and belief invoices were issued monthly by the Plaintiff to the Defendant and COMPOL, INC.. See attached Exhibit "A."
14. The last payment on the Account of \$97.00 was received on or about January 24, 2003.
15. After nonpayment, the Account went into default and was charged off on September 9, 2003.
16. That unpaid balance at the time the Account was charged off was \$5,619.40.
17. The Plaintiff has made repeated demand upon the Defendant for payment of this debt, but an original principal balance of \$8,249.19 remains unpaid.
18. There are no further credits or setoffs due to the Defendant.

19. Upon information and belief COMPOL, INC. filed bankruptcy on or about March 21, 2003.
20. Upon information and belief the Account was assigned from GE CAPITAL FINANCIAL INC. to EASY LOAN CORPORATION on or about March 29, 2007. See Assignment attached as Exhibit "D-1."
21. The Account was assigned from EASY LOAN CORPORATION to the Plaintiff, TROY CAPITAL, LLC, on or about April 5, 2007. See Assignment attached as Exhibit "D-2."
22. There have been no further payments.
23. There have been no payments since the Complaint was filed.
24. The Plaintiff is unaware of any genuine dispute regarding the balance due in its Complaint, or any reason why judgment should not enter for the Plaintiff and against the Defendants.
25. The information set forth herein is true, to the best of my knowledge and belief, the allegations set forth in the complaint are true, to the best of my knowledge and belief.
26. The documents attached hereto and to the Complaint are true and accurate copies of the originals in the Plaintiff's files.

SIGNED UNDER THE PENALTIES OF PERJURY THIS 21 DAY OF MARCH,
2008.



(Signature)

TROY DUPUIS, President

(Printed name and Title)

Dated: 03/21/08