

**COURT OF COMMON PLEAS
FOR THE STATE OF DELAWARE
KENT COUNTY COURTHOUSE
DOVER, DELAWARE 19901
PHONE: (302)735-3910**

**CHARLES W. WELCH, III
JUDGE**

July 28, 2014

Susan R. Barcus
448 W. Duck Creek Rd.
Clayton, DE 19938
Pro se Defendant

Stephen P. Doughty, Esq.
Lyons, Doughty, and Veldhuis, P.A.
15 Ashley Place, Suite 2B
Wilmington, DE 19804
Attorney for Plaintiff

RE: Capital One Bank v. Susan R. Barcus
C.A. No.: 07-06-0061

Defendant's Motion to Amend Interest on Judgment

Dear Ms. Barcus and Mr. Doughty:

The Court is in receipt of the motion filed by the defendant, Susan R. Barcus, to amend the interest rate on the judgment entered against her in the above-referenced matter by the plaintiff, Capital One Bank. The defendant's motion asserts that the principal amount of the judgment has been paid in full; however, the judgment has yet to be deemed satisfied due to the high rate of interest. The defendant claims that the high interest rate has posed an undue hardship. She requests the Court enter an order to amend the judgment and deem it satisfied. After careful consideration, the Court must deny the defendant's motion.

Pursuant to Court of Common Pleas Civil Rule 60, the Court may relieve a party from a final judgment upon discovery of:

(1) Mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b); (3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation or other misconduct of an adverse party; (4) the judgment is void; (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; or (6) any other reason justifying relief from the operation of the judgment.

Ct. Com. Pl. Civ. R. 60(b).

This Court recognizes the defendant is facing financial difficulties. However, the fact remains the plaintiff holds a legally valid judgment against the defendant and is entitled to payment. Pursuant to the Delaware Code, the plaintiff may seek the amount of interest set forth in the credit card agreement entered into with the defendant. *See 5 Del. C. § 953; 6 Del. C. § 2301(a)*. As a result, the plaintiff has the right to seek the interest rate awarded in the judgment against the defendant.

The defendant has failed to prove grounds for relief from judgment. The plaintiff may desire to negotiate a new payment schedule with the defendant; however, the Court has no legal basis to amend the judgment. The defendant's motion to amend the judgment is denied.

IT IS SO ORDERED.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles W. Welch, III". The signature is fluid and cursive, with the first name "Charles" being the most prominent.

Charles W. Welch, III

CWW: mek