

06-331-CD  
Capital One Bank vs David J. Good

Capital One vs David Good  
2006-331-CD

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

CAPITAL ONE BANK

Plaintiff No: 2606-331-C0

vs.

COMPLAINT IN CIVIL ACTION

DAVID J GOOD

Defendant FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
04966849 C A Pit WLG

FILED

May 25, 2006 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Willie L. Chan  
Deputy Prothonotary

MAR 02 2006 *EW*  
m/3:10 (W  
William:  
Prothonotary/C.

1 CERT TO SHER

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

CAPITAL ONE BANK

Plaintiff  
vs. Civil Action No  
DAVID J GOOD  
Defendant

COMPLAINT AND 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 an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

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

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET ST., SUITE 228  
CLEARFIELD, PA 16830  
(814) 765-2641, ext 1300-1301

COMPLAINT

1. Plaintiff, CAPITAL ONE BANK is a corporation with offices at 6851 JERICHO TURNPIKE #190 SYOSSET , NY 11791 .

2. Defendant is adult individual(s) residing at the address listed below:

DAVID J GOOD  
1 RR 1 POB 183  
WOODLAND, PA 16881

3. Defendant applied for and received a credit card bearing the account number 4388642077997149 .

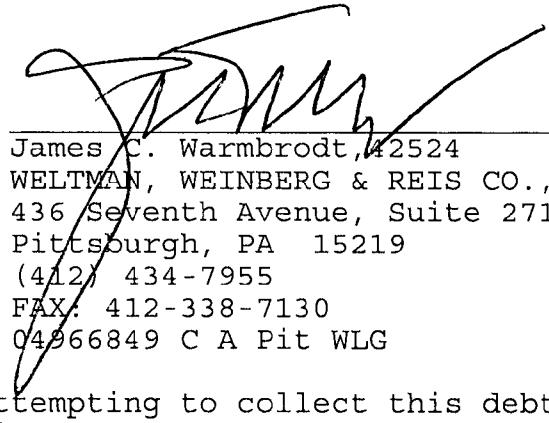
4. Defendant made use of said credit card and has a current balance due of \$4271.13 , as of February 14, 2006 .

5. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

6. Plaintiff is entitled to the addition of interest at the rate of 20.650% per annum on the unpaid balance from February 14, 2006 . A copy of Plaintiff's STATEMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , DAVID J GOOD , INDIVIDUALLY , in the amount of \$4271.13 with continuing interest thereon at the rate of 20.650% per annum from February 14, 2006 plus costs.



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(412) 434-7955  
FAX: 412-338-7130  
04966849 C A Pit WLG

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

# Your account is delinquent.

*We want to help!*

- To protect your credit with us, you need to make a payment.
- We can help—but only if you call us.
- When you call, you can make a free check-by-phone payment.

Return your account to good standing.  
It's up to you to take the first step.  
Call us!

**1-800-479-7231**



014-1102

**CapitalOne®**

VISA GOLD ACCOUNT

4388-6420-7799-7149

FEB 02 - MAR 01, 2003

Page 1 of 1

#### Account Summary

Previous Balance	\$2,552.94
Payments, Credits and Adjustments	\$0.00
Transactions	\$58.00
Finance Charges	\$41.20
<b>New Balance</b>	<b>\$2,652.14</b>
Minimum Amount Due	\$2,652.14
Payment Due Date	April 01, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

#### Payments, Credits and Adjustments

##### Transactions

1	03 FEB	OVERLIMIT FEE	\$29.00
2	01 MAR	PAST DUE FEE	29.00

Auto Rental Insurance - Coverage for collision damage or theft with card purchase of auto rental. Certain restrictions and conditions apply. Warranty Manager - Doubles manufacturers written U.S. repair warranty up to one year on warranties of three years or less. Certain restrictions and conditions apply. Register your purchases by phone or online. Go to [www.visa.com/benefits](http://www.visa.com/benefits) or call 1-800-955-7070 now for complete benefit information.

#### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

For free online account service and special customer offers, log on to:  
[www.capitalone.com](http://www.capitalone.com)

Send payments to:  
Attn: Remittance Processing  
Capital One Services  
P.O. Box 85147  
Richmond, VA 23276

Send inquiries to:  
Capital One Services  
P.O. Box 83015  
Richmond, VA 23285-83015

#### Important Account Information

For service in Spanish, please call (800) 929-8137. Para  
servicio en Espanol, por favor marque 800-929-8137.

#### Finance Charges

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,465.96	0.5658%P	20.65%	\$23.32
CASH	\$1,134.74	0.5658%P	20.65%	\$17.98

ANNUAL PERCENTAGE RATE applied this period

20.65%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

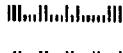
**CapitalOne®**

0000000 0 4388642077997149 01 2652140118002652141

New Balance	\$2,652.14
Minimum Amount Due	\$2,652.14
Payment Due Date	April 01, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	4388-6420-7799-7149

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

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address: <input type="text"/>		

Capital One Bank  
P.O. Box 85147  
Richmond, VA 23276  


050013

N900618364013384# MAIL ID NUMBER  
DAVID J GOOD  
RR 1 BOX 183  
WOODLAND PA 16881-9772  


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

**EXHIBIT**

**1. How To Avoid A Finance Charge.**  
†**s. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges you pay in full by the due date on the statement. In accordance with the Important Notice and payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and other transfers. In addition, there is no grace period on any transaction for which you do not pay the total "New balance".

**b. Accruing Finance Charge.** Transactions which are not paid in full in a grace period are assessed finance charge (1) from the date of the transaction to the date the transaction is processed to your Account or (2) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" in full, we will continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you will still owe finance charges, even if you pay the entire "New Balance" indicated on the front of your statement, but have a different closing date, than the date indicated on the front of your statement. We will not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

**c. Minimum Finance Charge.** For each billing period that you have a balance subject to a finance charge, a minimum total FINANCE CHARGE will be applied to your account. If the total finance charge resulting from the application of your periodic rates(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be applied to the balance of your account.

**d. Temporary Reduction in Membership Fee.** We reserve the right to not assess any or all finance charges for any given billing period.

**2. Accruing Finance Charges (Includes Purchases).**  
a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been posted on the statement to you. At the end of each day during the billing period, we apply the daily periodic rate to each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the daily periodic rate calculations to arrive at your periodic finance charge. We then add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for that segment, add any new purchases, transfers and any periodic finance charge calculated on the previous days' balance for that segment. We then subtract any payments or credits posted for that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. If you paid the "New Balance" shown on your previous statement in full (or if your new balance was zero or a credit amount), new purchases which post to your purchase or special purchase segment will not affect your previous purchases. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Statement Closing Date", we will use the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the

billing period covered by this statement, we take the beginning balance for each segment each day, add any new transactions to each segment, subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To", we also subtract any unpaid finance charge included in the balance of each segment by the monthly periodic rate of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance for each segment.

**3. Annual Percentage Rates (APR).**

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (LIBOR), C (Certificate of Deposit), or S (Bankcard Protection Plan) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may be quoted in terms of interest or decreased based on the stated indices. See "In The Wall Street Journal", plus the margin previously disclosed to you.

These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month of the change.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repriced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Other Finance Charges.

Other finance charges and transaction fees (including the cash advance fee, balance transfer fee, minimum finance charge, purchase check fee, account access fee, and cash advance fee) will be included in the finance charge and applied in accordance with the terms of your Customer Agreement or any special offer we may have made to you. Including some of these fees in your finance charge may cause the "ANNUAL PERCENTAGE RATE" to increase. Please be advised the "Corresponding APR" for the segment to which the fee was billed.

5. "Assessment" Lure, Overstatement and Returned Check Fees.

Your account will be charged more than two of the fees listed here that occur during any billing period.

6. Credit Balances.

If your statement indicates a credit balance, you can either request a refund or have the credit balance removed from your account.

7. "Renewing Your Account.

If a management fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to pay the fee or to have such fee credited to you.

If you can't pay the fee, you may request to have the fee continue to be applied to your account without having to pay the membership fee. To cancel your account, you must:

a. Call us by calling our Customer Relations Department and pay the "New Balance" (including the membership fee) prior to the end of the thirty-day period.

b. If You Close Your Account.

You can request to close your account by calling our Customer Relations Department and pay the "New Balance" (including the membership fee) and account access checks, cancel all preauthorized billing, and cease using your account.

If you do not cancel preauthorized billing arrangements, we will consider your request to change your authorization to reopen your account. Additionally, your account will not be closed

until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned check fees, cash advance fees, and any other fees that may be on your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request. We will not be responsible for any charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you request to close your account from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, it will be liable to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

**9. Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

#### BILLING RIGHTS SUMMARY

**In Case Of Error Or Dispute About Your Bill**  
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for "Billing Inquiries" on the back of this statement. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name, address, the amount of the suspected error, a description of the error, and an explanation, if possible, of why you believe there is an error; or, if you need more information, a description of the transaction or bill, the amount of the bill, and the amount in question while we are investigating it. If you are still obligated to pay the parts of your bill that are not in question, while we investigate your question, we cannot require you to be delinquent or take any action to collect the amount you question.

#### †Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you must file a complaint with the card issuer or the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your usual address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

**T. Does not apply to non-credit card accounts.**

**Does not apply to business credit cards**

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com).

Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. ©2001 Capital One

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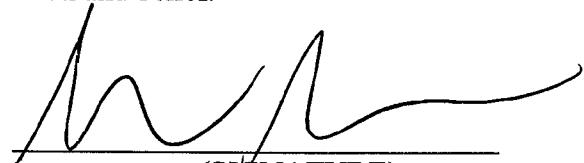
**Important Notice:** Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is SARA RUBIN  
(NAME)

Agent of Capital One, plaintiff herein, that  
(TITLE) (COMPANY)

he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.



(SIGNATURE)

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 1 Services

Sheriff Docket # **101309**

**CAPITAL ONE BANK**

Case # **06-331-CD**

vs.

**DAVID J. GOOD**

**TYPE OF SERVICE COMPLAINT**

**SHERIFF RETURNS**

NOW April 15, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO DAVID J. GOOD, DEFENDANT. 1 RR 1 POB 183, WOODLAND, PA. "EMPTY".

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2397112	10.00
SHERIFF HAWKINS	WELTMAN	2397112	18.45

Sworn to Before me This

\_\_\_\_ Day of April 2006

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**  
04/18/2006  
APR 18 2006  
S

William A. Shaw  
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

No: 2006-331-C0

vs.

COMPLAINT IN CIVIL ACTION

DAVID J GOOD

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
04966849 C A Pit WLG

I hereby declare the above to be true and  
attest: \_\_\_\_\_  
statement.

MAR 06 2006

Attest:

William A. Ober  
Prothonotary/  
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff  
vs. Civil Action No  
DAVID J GOOD  
Defendant

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CLEARFIELD COUNTY COURTHOUSE  
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CLEARFIELD, PA 16830  
(814) 765-2641, ext 1300-1301

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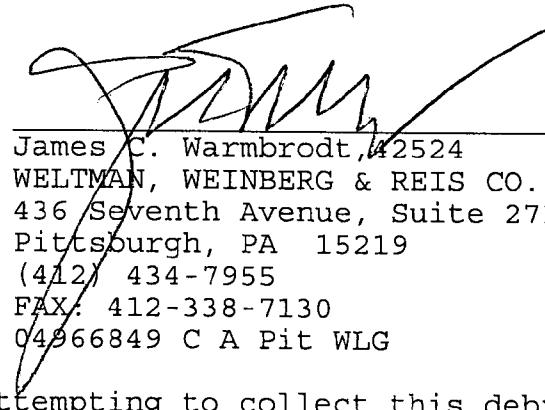
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436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
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→ When you call, you can make a free check-by-phone payment.



Take Action!  
Call Today!

Return your account to good standing.  
It's up to you to take the first step.  
Call us!

**1-800-479-7231**

014

014-1122

**CapitalOne®**

## VISA GOLD ACCOUNT

4388-6420-7799-7149

FEB 02 - MAR 01, 2003

Page 1 of 1

### Account Summary

Previous Balance	\$2,552.94
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Payment Due Date	April 01, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

### Payments, Credits and Adjustments

#### Transactions

1	03 FEB	OVERLIMIT FEE	\$29.00
2	01 MAR	PAST DUE FEE	29.00

Auto Rental Insurance - Coverage for collision damage or theft with card purchase of auto rental. Certain restrictions and conditions apply. Warranty Manager - Doubles manufacturers' written U.S. repair warranty up to one year or warranties of three years or less. Certain restrictions and conditions apply. Register your purchases by phone or online. Go to [www.visa.com/benefits](http://www.visa.com/benefits) or call 1-800-955-7070 now for complete benefit information.

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

For free online account service and special customer offers, log on to:  
[www.capitalone.com](http://www.capitalone.com)

Send payments to: Send inquiries to:  
Atn: Remittance Processing Capital One Services  
Capital One Services  
P.O. Box 85147 P.O. Box 55015  
Richmond, VA 23276 Richmond, VA 23285-5015

### Important Account Information

For service in Spanish, please call (800) 929-8137. Para  
servicio en Espanol, por favor marque 800-929-8137.

### Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,465.96	0.5658% <sup>1</sup> P	20.65%	\$23.22
CASH	\$1,134.74	0.5658% <sup>1</sup> P	20.65%	\$17.98

ANNUAL PERCENTAGE RATE applied this period

20.65%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**CapitalOne®**

0000000 0 4388642077997149 01 2652140118002652141

New Balance	\$2,652.14
Minimum Amount Due	\$2,652.14
Payment Due Date	April 01, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	4388-6420-7799-7149

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

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

#9006183640133848# MAIL ID NUMBER  
DAVID J GOOD  
RR 1 BOX 183  
WOODLAND PA 16881-9772

050013

Capital One Bank  
P.O. Box 85147  
Richmond, VA 23276

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

**EXHIBIT**

1. **How To Avoid A Finance Charge.**  
T-s. **Grace Period.** You will have a minimum grace period of 15 days without finance charge on new purchases, new balance transfers, cash advances and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments by the due date. This is the grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- b. **Averaging Finance Charge.** Transactions are not subject to a grace period since the finance charge (1) from the date of the transaction or (2) from the date the transaction is processed to your Account or (3) from the first regular day of the current billing period. Additionally, if you did not make a purchase from the previous billing period in full, finance charges will accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the total "New Balance" indicated on the front of your statement on the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. **TemporaryReduction Finance Charge.** We reserve the right not to assess any or all finance charges for any given month.
- d. **AverageDailyBalance (including New Purchases).**
  - a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advances, purchases, special transfers, and special purchases) by the corresponding periodic rate(s) that has been previously disclosed to you. At the end of each month during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. This allows us to add up the results of these daily calculations to get your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new purchases and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or charges posted as of that day that are allocated to that segment. This gives us the average daily balance for each segment of your account. However, if you pay the New Balance shown on your previous statement in full (or if your New Balance was zero or a credit amount), new transactions which are not cash advances or special purchases segments are not added to the daily balances. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight difference between this calculation and the amount of finance charges actually assessed.
  - b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To", we will calculate the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the

billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to or subtract any payments from any new or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To", we also add any unpaid finance charge included in the balance of each segment.) Then, we divide the daily balance of each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. **AnnualPercentageRate (APR).**

- a. The term "Annual Percentage Rate" may appear as
- b. If "APR" on the front of this statement
- c. If "APR" on the front of this statement, L (3-mo., LIBOR), C (Certificates of Deposit), or S (Savings) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated index as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month of April, July, September and October.
- d. If the code D (Prime), F (1-mo.), LIBOR or 12-mo. LIBOR Repaid Monthly appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

- e. **Other Finance Charges.** Other finance charges and transaction fees (including the cash advance fee, balance transfer fee, minimum finance charge, purchase check fee, account access fee, express account fee) will be included in the finance charge. These fees are in accordance with the terms of your Customer Agreement or any special offer we may have made to you. Including some of these fees in the finance charge may cause the "ANNUAL PERCENTAGE RATE" to be higher than the "APR" to extend the "Corresponding APR" for the segment to which the fee was applied.
- f. **Non-Borrower's Fees, Overlimit and Returned Check Fees.** Your account will be assessed no more than two of the fees listed here that occur during the month.
- g. **Credit/Balance.** If your statement indicates a credit balance, you can either request a refund or have the credit balance applied to future extensions of credit.
- h. **\*Renewing Your Account.** The membership fee appears on the front of this statement. You have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you are renewing this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay off your balance in full (including the membership fee) prior to the end of the monthly period.
- i. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. (You must destroy your credit card(s) and account access checks before closing your account and cease using your account. If you do not cancel your unauthorized billing arrangements, we will consider a portion of a charge your authorization to reopen your account. Additionally, your account will not be closed

until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned check fees, cash advances and any other fees assessed to your account. You are responsible for all amounts whether they appear on your account or not, including amounts due to close the account or they are incurred subsequent to your request to close the account. This may result in closing your account before you have paid off your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive a transaction from the merchant after your account has been closed, you will be responsible, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged to your account by law, until the account balance has been paid in full as indicated above. 8. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

**\*BILLING RIGHTS SUMMARY**  
(In Case Of Errors Or Questions About Your Bill)  
If you believe your bill is wrong, or if you need more information on it, please contact us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the bill, or on the date the problem appeared. You can call our Customer Relations number, but we will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the error, a brief description of the error and an explanation. If it possible, attach a copy of the bill if there is an error; or if you need more information, a description of the time you are unsure about. You do not have to pay any amount you question while we are investigating it, but you are still obligated to pay amounts of your bill that are not in question. While we investigate your question, we will report you as delinquent or take any action to collect the amount you question.

**† Special Rule For Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on your account. You have the right to protection only when the purchase price is less than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or advertise for the property or service, purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to non-credit card accounts

† Does not apply to business credit cards

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com). Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. ©2001 Capital One

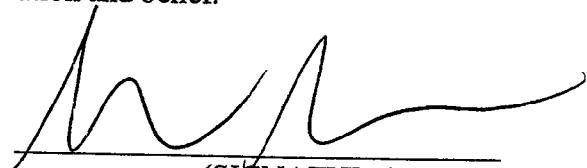
O1LGLBAK

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is SARA RUBIN  
(NAME)

Agent of Capital One, plaintiff herein, that  
(TITLE) (COMPANY)

he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

  
(SIGNATURE)

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

CAPITAL ONE BANK

Plaintiff No. 2006-331-CD

vs. PRAECIPE TO REINSTATE COMPLAINT

DAVID J GOOD

Defendant FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS, CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#04966849

**FILED** Atty pd. 7.00  
MAY 25 2006 1CC & 1 Reinstated  
Compl. to Staff

William A. Shaw  
Prothonotary/Clerk of Courts *GD*

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2006-331-CD

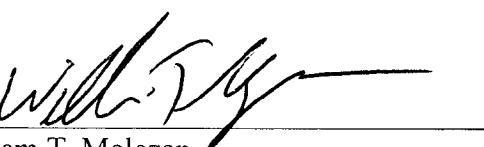
DAVID J GOOD

Defendant

**PRAECIPE TO REINSTATE COMPLAINT**

Kindly reinstate the Complaint in the above captioned matter.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

William T. Molczan

PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #04966849

MAR 02 2006

William A. Caw  
Prothonotary, Court of Common Pleas

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

CAPITAL ONE BANK

Plaintiff No: 2006-331-C0

vs.

COMPLAINT IN CIVIL ACTION

DAVID J GOOD

Defendant FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
04966849 C A Pit WLG

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

CAPITAL ONE BANK

Plaintiff No:

vs.

COMPLAINT IN CIVIL ACTION

DAVID J GOOD

Defendant FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

CAPITAL ONE BANK

Plaintiff  
vs. Civil Action No  
DAVID J GOOD  
Defendant

COMPLAINT AND 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 an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

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

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET ST., SUITE 228  
CLEARFIELD, PA 16830  
(814) 765-2641, ext 1300-1301

COMPLAINT

1. Plaintiff, CAPITAL ONE BANK is a corporation with offices at 6851 JERICHO TURNPIKE #190 SYOSSET , NY 11791 .

2. Defendant is adult individual(s) residing at the address listed below:

DAVID J GOOD  
1 RR 1 POB 183  
WOODLAND, PA 16881

3. Defendant applied for and received a credit card bearing the account number 4388642077997149 .

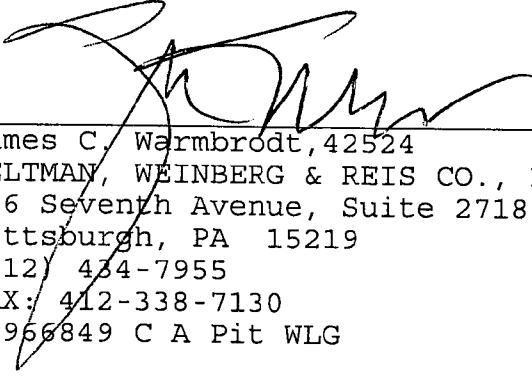
4. Defendant made use of said credit card and has a current balance due of \$4271.13 , as of February 14, 2006 .

5. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

6. Plaintiff is entitled to the addition of interest at the rate of 20.650% per annum on the unpaid balance from February 14, 2006 . A copy of Plaintiff's STATEMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , DAVID J GOOD , INDIVIDUALLY , in the amount of \$4271.13 with continuing interest thereon at the rate of 20.650% per annum from February 14, 2006 plus costs.



James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
04956849 C A Pit WLG

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

Law Offices of  
Weltman, Weinberg & Reis Co., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955

February 14, 2006

Office of the Prothonotary  
CLEARFIELD County Courthouse  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830

Dear Sir or Madam:

Enclosed please find Plaintiff's Complaint in Civil Action which we wish to file with the Prothonotary of your county. Please process pursuant to normal procedures and return time-stamped copies of the face sheet to the undersigned in the envelope provided.

Thank you for your attention to this matter.

Very truly yours,

Kasey Stack

Enclosures

04966849 C A Pit WLG

Law Offices of  
Weltman, Weinberg & Reis Co., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955

February 14, 2006

RE: CAPITAL ONE BANK vs. DAVID J GOOD

COURT #:

TO THE SHERIFF OF CLEARFIELD COUNTY:

PLEASE SERVE THE DEFENDANT(S) AT THE FOLLOWING ADDRESS(ES) :

DAVID J GOOD  
1 RR 1 POB 183  
WOODLAND, PA 16881

Please confirm service by sending notice to:

WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130

04966849 C A Pit WLG

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

CAPITAL ONE BANK

Plaintiff No:

vs.

COMPLAINT IN CIVIL ACTION

DAVID J GOOD

Defendant FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
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Defendant

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3. Defendant applied for and received a credit card bearing the account number 4388642077997149 .

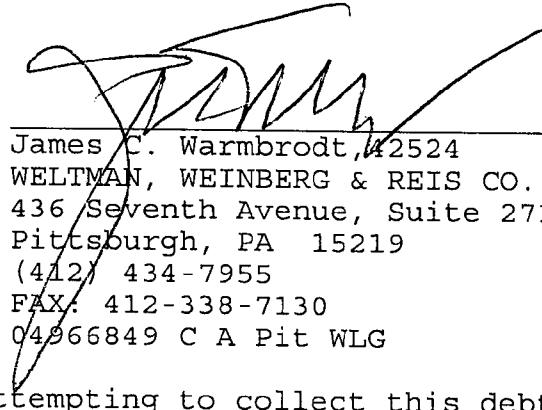
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5. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

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7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , DAVID J GOOD , INDIVIDUALLY , in the amount of \$4271.13 with continuing interest thereon at the rate of 20.650% per annum from February 14, 2006 plus costs.

  
James C. Warmbrodt, #2524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
04966849 C A Pit WLG

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

Law Offices of  
Weltman, Weinberg & Reis Co., L.P.A.  
436 Seventh Avenue, Suite 2718  
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February 14, 2006

RE: CAPITAL ONE BANK vs. DAVID J GOOD

COURT #:

TO THE SHERIFF OF CLEARFIELD COUNTY:

PLEASE SERVE THE DEFENDANT(S) AT THE FOLLOWING ADDRESS(ES) :

DAVID J GOOD  
1 RR 1 POB 183  
WOODLAND, PA 16881

Please confirm service by sending notice to:

WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130

04966849 C A Pit WLG

# Your account is delinquent.

*We want to help!*



Take Action!  
Call Today!

- To protect your credit with us, you need to make a payment.
- We can help—but only if you call us.
- When you call, you can make a free check-by-phone payment.

**Return your account to good standing.**  
It's up to you to take the first step.  
Call us!

**1-800-479-7231**

014

014-1102

**CapitalOne®**

VISA GOLD ACCOUNT  
4388-6420-7799-7149

FEB 02 - MAR 01, 2003  
Page 1 of 1

#### Account Summary

Previous Balance	\$2,552.94
Payments, Credits and Adjustments	\$0.00
Transactions	\$58.00
Finance Charges	\$41.20
<b>New Balance</b>	<b>\$2,652.14</b>
Minimum Amount Due	\$2,652.14
Payment Due Date	April 01, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

#### Payments, Credits and Adjustments

##### Transactions

1	03 FEB	OVERLIMIT FEE	\$29.00
2	01 MAR	PAST DUE FEE	29.00

Auto Rental Insurance - Coverage for collision damage or theft with card purchase of auto rental. Certain restrictions and conditions apply. Warranty Manager - Doubles manufacturers' written U.S. repair warranty up to one year or warranties of three years or less. Certain restrictions and conditions apply. Register your purchases by phone or online. Go to [www.visa.com/benefits](http://www.visa.com/benefits) or call 1-800-955-7070 now for complete benefit information.

#### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

For free online account service and special customer offers, log on to:  
[www.capitalone.com](http://www.capitalone.com)

Send payments to:  
AIA Remittance Processing  
Capital One Services  
P.O. Box 85147  
Richmond, VA 23276  
Send inquiries to:  
Capital One Services  
P.O. Box 85015  
Richmond, VA 23285-5015

#### Important Account Information

For service in Spanish, please call (800) 929-8137. Para  
servicio en Espanol, por favor marque 800-929-8137.

#### Finance Charges

	Please see reverse side for important information			
	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,465.96	.0565846P	20.65%	\$23.22
CASH	\$1,134.74	.0565846P	20.65%	\$17.98

ANNUAL PERCENTAGE RATE applied this period

20.65%

500125

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**CapitalOne®**

0000000 0 4388642077997149 01 2652140118002652141

New Balance	\$2,652.14
Minimum Amount Due	\$2,652.14
Payment Due Date	April 01, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	4388-6420-7799-7149

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

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



#9006183640133648# MAIL ID NUMBER  
DAVID J GOOD  
RR 1 BOX 183  
WOODLAND PA 16881-9772

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

**EXHIBIT**

**1. How To Avoid A Finance Charge.**  
 T. **1. Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, and cash advances. You will incur other charges if you pay your total "New Balance" in accordance with the important notice for payments below, and if you fail to do so credited by your next statement closing date. This will not apply to cash advances and special transfers. In addition, short grace period on any transaction if you do not pay the total "New Balance" in accordance with the important notice for payments below.

**b. Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first day of the month of the current billing period. Additionally, if you did not pay your "New Balance" in full by the closing date, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the total "New Balance" indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

**T. c. Daily Periodic Rate.** For each day in the billing period that your account is subject to a finance charge, a minimum FINANCE CHARGE of 30.50% will be applied. If the total finance charge resulting from the application of your periodic rate(s) is less than 30.50%, we will subtract that amount from 30.50% and the difference will be added to the purchase segment of your account.

**T. d. Temporary Reduction in Finance Charge.** We reserve the right not to assess any or all finance charges for any given billing period.

**2. Average Daily Balance (including New Purchases).**

**a. Finance Charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that had been previously disclosed to you. At the end of each billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. This is the average daily balance used for the periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day(s) for that segment. We then subtract any payments or cash advances that are allocated to that segment. This gives us the average daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if you never had a balance or credit amount), new transactions which post to your account in the same purchase segments are not added to the daily balances. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between the calculation and the amount of finance charge actually assessed.**

**b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the**

billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any finance charge included in the balance of each segment). Then we add up the daily balances of each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

**3. Annual Percentage Rates (APR).**

**a. The term "Annual Percentage Rate" may appear as:**

**b. If the code P (Prime), LIBOR, C (Certificate of Deposit), or S (Bankcard Premium), appears on the front of the statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you.**

**c. These charges will be effective on the first day of your billing period covered by your periodic statement ending in the month of the change.**

**d. If the code D (Prime), F (1mo), LIBOR, G (3-mo LIBOR Reproduced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These charges will be effective on the first day of your billing period each month.**

**4. Other Finance Charges.** Other finance charges and transaction fees (including the cash advance fee, balance transfer fee, minimum finance charge, purchase check fee, account opening fee, and returned check fees) will be included in the finance charge and applied in accordance with the terms of your Customer Agreement or any special offer we may have made to you, including some of these fees for the purpose of my cause the "ANNUAL PERCENTAGE RATE" of your Customer Agreement to exceed the "Corresponding APR" for the segment to which the fee was applied.

**5. Assessment of Late, Overlimit and Returned Check Fees.**

**6. Credit Balances.** If your statement indicates a credit balance, you can either request a refund or have the credit balance applied to the balance of your credit.

**7. Renewing Your Account.** If a membership fee

**8. If you Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must cancel all your credit card(s) and account access checks, cancel all promotional offers, and cease using your account. If you do not cancel your account and promotional arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed

until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned check fees, cash advances, and any other fees assessed to your account. You are responsible for any fees assessed to your account whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the closing of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the bill before your account is closed, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a minimum amount in your account, the fee will continue to be charged, to the extent necessary, until the account balance has been paid in full as defined above.

**9. Using Your Account.** Your card or account cannot be used in connection with any illegal gambling transactions.

**BILLING RIGHTS SUMMARY**  
 (In Case Of Errors Or Questions About Your Bill)  
 If you have a problem with a bill or you need more information on a transaction or bill, you may call on a separate sheet as soon as possible at the address for inquiries shown on the front of the statement. We must receive the call no later than 60 days after we sent you the bill on which the problem occurred. You can call our Customer Relations number, but do not assume your rights. In your letter, give us the following information: your name and account number, the dollar amount of the transaction, the date of the transaction and an explanation. If possible, if you believe there is an error, or if you need more information, a description of the item or service you purchased. You do not have to pay any amount due on the transaction in question, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

**T. Special Rule For Credit Card Purchases**  
 If you have a problem with the quality of property or services that you purchased with a credit card and you want to file a complaint, you must file the complaint with the merchant. You must file the right not to pay the remaining amount due on the property or services. You must file the protection only when the purchase price was more than \$50.00, and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if the merchant is an agent for an advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

**T. Does not apply to non-credit card accounts**  
**T. Does not apply to business credit cards**

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com). Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. ©2001 Capital One

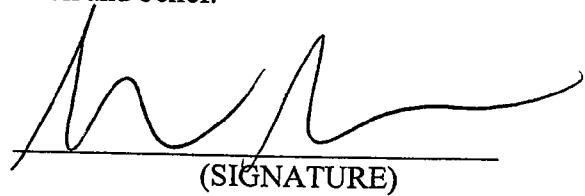
**Important Notice:** Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3:00 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is SARA RUBIN  
(NAME)

Agent of Capital One, plaintiff herein, that  
(TITLE) (COMPANY)

he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.



(SIGNATURE)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101574  
NO: 06-331-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK  
vs.  
DEFENDANT: DAVID J. GOOD

**SHERIFF RETURN**

---

NOW, May 31, 2006 AT 4:00 PM SERVED THE WITHIN COMPLAINT ON DAVID J. GOOD DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DAVID J. GOOD, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

0/2.25 cm  
JUN 15 2006 (LSN)

Chester A. Hawkins  
Sheriff

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8329939	10.00
SHERIFF HAWKINS	WELTMAN	8329939	14.45

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

*Chester A. Hawkins  
by: Deputy Harris*  
Chester A. Hawkins  
Sheriff

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

CAPITAL ONE BANK,

Plaintiff No. 2006-331-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

DAVID J GOOD

Defendant

FILED  
M/1/40 am 1004 Notice to  
JUL 21 2006  
Statement to Atty

William A. Shaw  
Prothonotary

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

WILLIAM T. MOLCZAN, ESQUIRE  
PA I.D.#47437  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#04966849  
Judgment Amount \$ 4628.76

**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. 2006-331-CD

DAVID J GOOD

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, DAVID J GOOD above named, in the default of an Answer, in the amount of \$4628.76 computed as follows:

Amount claimed in Complaint	\$4271.13
Interest from 02/14/06 at the legal interest rate of 20.65% per annum	\$357.63
<b>TOTAL</b>	<b>\$4628.76</b>

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:   
WILLIAM T. MOLCZAN, ESQUIRE  
PA I.D.#47437  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#04966849

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
And that the last known address of the Defendant is: 853 WHITE TAIL ALLEY  
WOODLAND, PA 16881

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

CAPITAL ONE BANK

Plaintiff

Case # 2006-331-CD

DAVID J GOOD

Defendant(s)

IMPORTANT NOTICE

TO: DAVID J GOOD  
853 WHITE TAIL ALLEY  
WOODLAND, PA 16881

Date of Notice: 6/28/06  
WWR#: 04966849

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 FOLLOWING 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.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET ST., SUITE 228  
CLEARFIELD, PA 16830  
(814) 765-2641, ext. 1300-1301

BY:   
JAMES WARMBRODT, ESQUIRE  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 KOPPERES BLDG, 436 7TH AVE.  
PITTSBURGH, PA 15219

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

CAPITAL ONE BANK,

Case no: 2006-331-CD

Plaintiff  
vs.

**NON-MILITARY AFFIDAVIT**

DAVID J GOOD

Defendant

The undersigned, who first being duly sworn, according to law, deposes and states as follows:

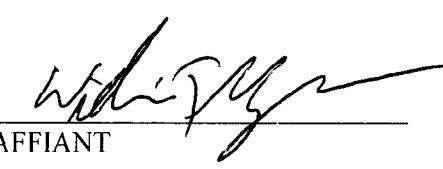
That he/she is the duly authorized agent of the Plaintiff in the within matter.

Affiant further states that the within Affidavit is made pursuant to and in accordance with the Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

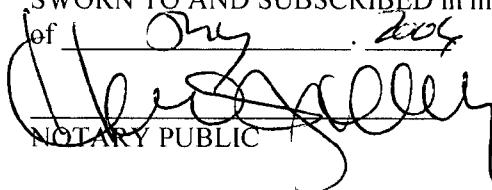
Affiant further states that based upon investigation it is the affiant's belief that the Defendant, DAVID J GOOD is not in the military service.

Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, DAVID J GOOD is not in the military service.

Further Affiant sayeth naught.

  
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 12 day

of July 2006  
  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA	
Notarial Seal	
Heidi J. Kelly, Notary P	LLC
City Of Pittsburgh, Allegheny	County
Commission Expires 11/2012	
Member, Pennsylvania Association of Notaries	

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

Department of Defense Manpower Data Center

JUL-12-2006 06:23:35



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
GOOD	DAVID J		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

A handwritten signature in black ink that reads "Robert J. Brandewie".

---

Robert J. Brandewie, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

*Report ID: LKZBMEZGDZ*

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

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. 2006-331-CD

DAVID J GOOD

Defendant

NOTICE OF JUDGMENT OR ORDER

TO:  Plaintiff  
 Defendant  
 Garnishee

You are hereby notified that the following  
Order or Judgment was entered against you  
on July 21, 2004

Assumpsit Judgment in the amount  
of \$4628.76 plus costs.

Trespass Judgment in the amount  
of \$\_\_\_\_\_ plus costs.

If not satisfied within sixty (60)  
days, your motor vehicle operator's license and/or registration  
will be suspended by the Department of Transportation, Bureau  
of Traffic Safety, Harrisburg, PA.

Entry of Judgment of  
 Court Order  
 Non-Pros  
 Confession  
 Default  
 Verdict  
 Arbitration  
Award

Prothonotary

By: Weltman  
PROTHONOTARY (OR DEPUTY)

DAVID J GOOD  
853 WHITE TAIL ALLEY  
WOODLAND, PA 16881

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
1-888-434-0085

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Capital One Bank  
Plaintiff(s)

No.: 2006-00331-CD

Real Debt: \$4628.76

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

David J. Good  
Defendant(s)

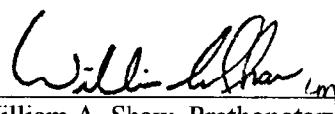
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 21, 2006

Expires: July 21, 2011

Certified from the record this July 21, 2006

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney