

06-407-CD  
Capital One Bank vs Calvin W Fike

Capital One vs Calvin Fike  
2006-407-CD

FILED

MAR 17 2006

m/1:00/w

William A. Shaw  
Prothonotary

1 CENT TO STAFF

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

CAPITAL ONE BANK

Plaintiff

vs.

CALVIN W FIKE

Defendant

No: 2006-407-CD

COMPLAINT IN CIVIL ACTION

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  
04966456 C A Pit WLG

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No

CALVIN W FIKE

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:

CALVIN W FIKE  
3681 GOLDN YOKE RD PO 201  
LUTHERSBURG, PA 15848

3. Defendant applied for and received a credit card bearing the account number 4121741457333446 .

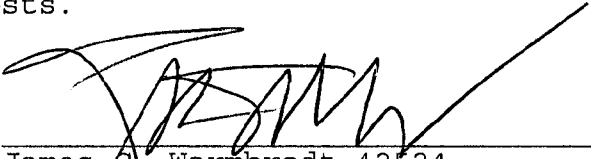
4. Defendant made use of said credit card and has a current balance due of \$2119.44 , as of February 28, 2006 .

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 21.150% per annum on the unpaid balance from February 28, 2006 . A copy of Plaintiff's STATEMENT OF ACCOUNT 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 , CALVIN W FIKE , INDIVIDUALLY , in the amount of \$2119.44 with continuing interest thereon at the rate of 21.150% per annum from February 28, 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  
04966456 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.

CapitalOne

002

## Why does good Credit Count?

- Employers check credit references before hiring new people.
- Banks and leasing companies often base the interest rate they offer you on your credit rating.
- Achieving life goals such as buying a new car or owning your own home are facilitated by good credit.
- Credit Bureaus keep information on your record for up to ten years so a credit problem history can follow you around for a long time.

002-1001

EXHIBIT

CapitalOne

VISA ACCOUNT  
4121-7414-5733-3446

SEP 11 - OCT 10, 2002  
Page 1 of 1

### Account Summary

Previous Balance	\$1,130.42
Payments, Credits and Adjustments	\$25.00
Transactions	\$50.00
Finance Charges	\$20.39
New Balance	\$1,175.81
Minimum Amount Due	\$1,175.81
Payment Due Date	November 09, 2002
Total Credit Line	\$300
Total Available Credit	\$0.00
Credit Line for Cash	\$300
Available Credit for Cash	\$0.00

### Payments, Credits and Adjustments

1	20 SEP	PAYMENT RECEIVED - THANK YOU	\$25.00
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### Transactions

2	11 SEP	PAST DUE FEE	\$25.00
3	11 SEP	OVERLIMIT FEE	25.00

Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

\*\*\*CapitalOne proudly supports the National Youth Anti-Drug Media Campaign. PARENTS. THE ANTI-DRUG. Stay Involved - Ask Questions. To get the FREE booklet, "Keeping Your Kids Drug-Free," call 1-800-788-2800 or visit [www.TheAntiDrug.com](http://www.TheAntiDrug.com)\*\*\*

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-608-5227**

For free online account services 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 85015  
Richmond, VA 23285-015

### Important Account Information

Please provide your e-mail address on the remittance slip attached below and return with your payment. We are collecting this information to update our records. We may use this e-mail address to provide you with account information or offers you might find beneficial.

### Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,172.79	.05795%P	21.15%	\$20.39
CASH	\$0.00	.05795%P	21.15%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

21.15%

570035

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4121741457333446 10 1175810025001175819

New Balance	\$1,175.81
Minimum Amount Due	\$1,175.81
Payment Due Date	November 09, 2002
Total enclosed \$	

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		

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



057003

#9028489733388080# MAIL ID NUMBER  
CALVIN W FIKE  
RR 3 BOX 360A  
PUNXSUTAWNEY PA 15767-8847



Please write 4121-7414-5733-3446 on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

64966080  
10/10/06  
WILTMAN, PA



<p><b>1. How To Avoid A Finance Charge.</b></p> <p><b>a. Grace Period.</b> You will have a minimum grace period of 25 days without finance charge on new purchases, new special purchases and new other charges if you pay your total "New Balance" in full, in accordance with the Important Notice for 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 special transfers.</p> <p><b>b. Purchases, Special Purchases and Other Charges.</b> If you do not pay the entire "New Balance" by your next statement closing date, finance charge will accrue on new purchases, new special purchases and new other charges from the first day of your next billing period. You may reduce the amount of finance charge that may be assessed by paying more than the minimum payment.</p> <p><b>c. Cash Advances and Special Transfers.</b> Cash advances and special transfers are assessed finance charge from the date of the transaction or the date the transaction is processed to your account or the first calendar day of the current billing period. You may not avoid finance charge on these transactions; however, you may reduce the amount of finance charge that may be assessed by making your payment early or increasing the amount of your payment.</p> <p><b>d. Minimum Finance Charge.</b> For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.</p> <p><b>e. Temporary Reduction In Finance Charge.</b> We reserve the right to not assess any or all finance charges for any given billing period.</p> <p><b>2. Average Daily Balance (Including New Purchases).</b></p> <p><b>a.</b> To calculate finance charge, we multiply the daily balance of each segment of your account (e.g., cash advance segment, purchase segment, special purchase segment, special transfer segment) by your daily periodic rate(s). We total the results of these daily calculations to arrive at your total periodic finance charge. To obtain the daily balance for the current billing cycle, we take the beginning balance of each segment each day, add any new transactions and the daily finance charge calculated on the previous days' balance to each segment, and subtract any payments or credits posted as of that day. This gives us the separate daily balance for each segment. To calculate your total finance charge, multiply the "Balance Rate Applied To," which equals 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 this calculation and the amount of finance charge actually assessed.</p> <p><b>b.</b> If the code Z or H 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, and subtract any payments or credits. (If the code H 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.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each</p>	<p>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.</p> <p><b>3. Annual Percentage Rate (APR).</b></p> <p><b>a.</b> The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p><b>b.</b> If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) 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 indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your periodic statement ending in the months January, April, July and October.</p> <p><b>c.</b> If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Reported 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 <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p><b>4. Other Finance Charges.</b> Other finance charges and transaction fees (including the cash advance fee, balance transfer fee, minimum finance charge, purchase check fee, account opening fee and express account 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 the finance charge may cause the "ANNUAL PERCENTAGE RATE Applied This Period" to exceed the "Corresponding APR" for the segment to which the fee was billed.</p> <p><b>5. Assessment of Late, Overlimit and Returned Check Fees.</b> Your account will be assessed no more than two of the fees listed here that occur during any billing period.</p> <p><b>6. Credit Balances.</b> If your statement indicates a credit balance, you can either request a refund or have the credit balance applied to future extensions of credit.</p> <p><b>7. "Renewing Your Account."</b> If a 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 cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us in writing at the address for inquiries shown on the front of this statement and pay your "New Balance" in full (excluding the membership fee) prior to the end of the 30-day period.</p> <p><b>8. If You Close Your Account.</b> You can request to close your account by calling our Customer Relations Department. You must return all cards and account access checks to cancel all unauthorized billing arrangements, and cease using your account. If you do not cancel preauthorized billing 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,</p>	<p>cash advance fees and any other fees assessed to 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 to close the account. This may result in 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 authorized a purchase 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, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.</p> <p><b>9. Using Your Account.</b> Your card or account cannot be used in connection with any internet gambling transactions.</p> <p><b>"BILLING RIGHTS SUMMARY"</b> (In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address for inquiries shown on the front of this statement as soon as possible. We must hear from you no later than 60 days after we sent 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 and account number, the dollar 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 item you are unsure about. You do not have to pay any amount in question while we are investigating it, 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.</p> <p><b>*Special Rule For Credit Card Purchases</b> 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 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 mailing 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.</p> <p><b>† Does not apply to non-credit card accounts</b> <b>* Does not apply to business credit cards</b></p> <p>Capital One supports information privacy protection: see our website at <a href="http://www.capitalone.com">www.capitalone.com</a>. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. ©2001 Capital One</p>
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570035

OILGLBAK

**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.

**CapitalOne**

002

## Why does good Credit Count?

- Employers check credit references before hiring new people.
- Banks and leasing companies often base the interest rate they offer you on your credit rating.
- Achieving life goals such as buying a new car or owning your own home are facilitated by good credit.
- Credit Bureaus keep information on your record for up to ten years so a credit problem history can follow you around for a long time.

002-1001

**CapitalOne**VISA ACCOUNT  
4121-7414-5733-3446OCT 11 - NOV 10, 2002  
Page 1 of 1**Account Summary**

Previous Balance	\$1,175.81
Payments, Credits and Adjustments	\$0.00
Transactions	\$50.00
Finance Charges	\$22.21
<b>New Balance</b>	<b>\$1,248.02</b>
Minimum Amount Due	\$1,248.02
Payment Due Date	December 10, 2002
<b>Total Credit Line</b>	<b>\$300</b>
Total Available Credit	\$0.00
Credit Line for Cash	\$300
Available Credit for Cash	\$0.00

**At your service**

To call Customer Relations or to report a lost or stolen card:  
**1-800-608-5227**

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

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

**Important Account Information**

Who should be the college football National Mascot of the Year? You help decide! Visit [www.capitalonebowl.com](http://www.capitalonebowl.com) today to cast your vote for one of the 12 finalists. Then be sure to tune in to ABC to watch the Capital One Bowl on January 1, 2003, to see who wins!

**Payments, Credits and Adjustments****Transactions**

1	11 OCT	PAST DUE FEE	\$25.00
2	11 OCT	OVERLIMIT FEE	25.00

Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

**Finance Charges**

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,236.52	.05795%P	21.15%	\$22.21
CASH	\$0.00	.05795%P	21.15%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

21.15%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**CapitalOne**

00000000 0 4121741457333446 10 1248020025001248027

New Balance	\$1,248.02
Minimum Amount Due	\$1,248.02
Payment Due Date	December 10, 2002

Total enclosed \$

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	@

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



057616



#9031489733388085# MAIL ID NUMBER  
CALVIN W FIKE  
RR 3 BOX 360A  
PUMSUTAWNEY PA 15767-8647



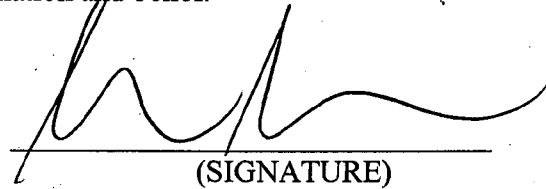
Please write 4121-7414-5733-3446 on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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 Bank, 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)

WWR# 04966456

FILED

MAR 17 2006

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101352  
NO: 06-407-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK  
vs.  
DEFENDANT: CALVIN W. FIKE

SHERIFF RETURN

NOW, March 27, 2006 AT 10:35 AM SERVED THE WITHIN COMPLAINT ON CALVIN W. FIKE DEFENDANT AT 3681 GOLDEN YOKE RD., PO BOX 201, LUTHERSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CALVIN W. FIKE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

FILED  
9/14/06  
APR 24 2006  
UN

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2404610	10.00
SHERIFF HAWKINS	WELTMAN	2404610	33.13

Sworn to Before Me This

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

\_\_\_\_\_

So Answers,

*Chester A. Hawkins*  
*by Marilyn Harris*

Chester A. Hawkins  
Sheriff

7

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

CAPITAL ONE BANK

Plaintiff

vs.

CALVIN W FIKE

Defendant

No. 2006-407-CD

PRAECIPE TO SETTLE, DISCONTINUE  
AND END


FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt  
PA ID #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#04966456

FILED

APR 24 2006   
W/ 2:20 PM  
William A. Shaw  
Prothonotary/Clerk of Courts  
2 CENT TO ATT7

CENT OF DISC. TO  
ATTY + 4A

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2006-407-CD

CALVIN W FIKE

Defendant

**PRAECIPE TO SETTLE DISCONTINUE AND END**

**TO THE PROTHONOTARY OF COUNTY:**

**Settle, Discontinue and End the above-captioned matter upon the records of the Court and mark the costs paid.**

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

By: 

James C. Warmbrodt

PA I.D #42524

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

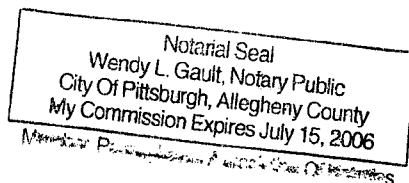
WWR#04966456

Sworn to and subscribed

Before me the 20

Day of APRIL, 2006

  
NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Capital One Bank

Vs.

No. 2006-00407-CD

Calvin W. Fike

CERTIFICATE OF DISCONTINUATION


Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 24, 2006, marked:

Settle, Discontinue and End

Record costs in the sum of \$85.00 have been paid in full by Weltman, Weinberg & Reis.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 24th day of April A.D. 2006.



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William A. Shaw, Prothonotary