

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

CAPITAL ONE BANK

Plaintiff

vs.

DENIS C MURAWSKI

Defendant

No. *06-641-CD*

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#04966947

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APR 24 2006 *Atty pd 85.00*
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William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No.

DENIS C MURAWSKI

Defendant

COMPLAINT IN CIVIL ACTION 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

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

COMPLAINT

1. Plaintiff is a corporation having offices in 6851 JERICHO TURNPIKE #190
SYOSSET, NY 11791 .

2. Defendant is an adult individual residing at 908 CUMBERLAND ST
CLEARFIELD, PA 16830 .

COUNT I – ACCOUNT NO. 5178-0522-5941-2563

3. Defendant applied for and received a credit card issued by Plaintiff bearing the account
number 5178-0522-5941-2563.

4. Defendant made use of said credit card and has currently a balance due and owing to
Plaintiff, as of March 21, 2006, in the amount of \$ 3,012.52 .

5. Defendant is in default of the terms of the cardholder Agreement having not made monthly
payments to Plaintiff thereby rendering the entire balance immediately due and payable. A true and
correct copy of the Statement of Account is attached hereto, marked as Exhibit "1" and made a part
hereof.

6. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is
entitled to the addition of finance charges at the rate of 25.9% per annum on the unpaid balance.

7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment on Count I against Defendant, DENIS C MURAWSKI , individually, in the amount of \$ 3,012.52 with continuing interest thereon at the Contract rate of 25.90% per annum from March 21, 2006 and costs.

COUNT II – ACCOUNT NO. 4388-6416-5983-8762

8. Plaintiff incorporates by reference each of the preceding paragraphs of this Complaint as if the same were set forth more fully at length herein.

9. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 4388-6416-5983-8762.

10. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of March 21, 2006, in the amount of \$ 3,125.19 .

11. Defendant is in default of the terms of the cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable. A true and correct copy of the Statement of Account is attached hereto, marked as Exhibit “2” and made a part hereof.

12. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at the rate of 25.90% per annum on the unpaid balance.

13. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment on Count II in its favor and against Defendant, DENIS C MURAWSKI individually, in the amount of \$ 3,125.19 with continuing finance charges thereon at the rate of 25.90% per annum from March 21, 2006 plus costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

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

A handwritten signature in dark ink, appearing to read 'William T. Molczan', is written over a horizontal line.

William T. Molczan, Esquire
PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#:04966947

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

Capital One

PLATINUM MASTERCARD ACCOUNT
5178-0522-5941-2563

MAY 26 - JUN 25, 2003
Page 1 of 1

Account Summary

Previous Balance	\$1,690.28
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$37.58
New Balance	\$1,762.86
Minimum Amount Due	\$1,762.86
Payment Due Date	July 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$2,000
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	25 JUN	PAST DUE FEE	\$35.00
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Can 9 million hungry kids inspire a nation? Its inspired Capital One and Americas Second Harvest, our countrys largest domestic hunger-relief charity, to build an online food drive. On June 3, 2003, National Hunger Awareness Day, and throughout June, you can help feed hungry children and their families by supporting the online food drive at www.secondharvest.org.

You were assessed a past due fee of \$35.00 on 06/25/2003 because your minimum payment was not received by the due date of 06/25/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

At your service

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

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 23285-5015

EXHIBIT

"1"

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,708.39	.07096%	25.90%	\$37.58
CASH	\$0.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period **25.90%**

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 5178052259412563 25 1762860100001762865

New Balance	\$1,762.86
Minimum Amount Due	\$1,762.86
Payment Due Date	July 25, 2003

Total enclosed \$
Account Number: 5178-0522-5941-2563

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



069187

#9017771631169552# MAIL ID NUMBER
DENS C MURAWSKI
361 GREENFIELD ST
FAIRFIELD CT 06425

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

<p>1. How To Avoid A Finance Charge.</p> <p>a. 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 if you pay your total "New Balance", 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 features. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".</p> <p>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 calendar day of the current billing period. Additionally, if you do not pay the "New Balance" from the previous billing period in full, 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 entire 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.</p> <p>c. Minimum Finance Charge. 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>d. Temporary Reduction In Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases).</p> <p>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 previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at 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 transactions and any periodic finance charge calculated on the previous balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, 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 transactions which post to your purchase or special purchase segments are not added to the daily balance. 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 this calculation and the amount of finance charge actually assessed.</p> <p>b. If the code 2 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</p>	<p>billing period covered by this statement, we take the beginning balance of each segment each day, and any new transactions to each segment, and 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.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the number of days in the billing period. This gives us the average daily balance of each segment.</p> <p>3. Annual Percentage Rate (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>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 billing period covered by your periodic statement ending in the months January, April, July and October.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replaced 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>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 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>5. Assessment of Late, Overlimit and Returned Check Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period.</p> <p>6. Credit Balances. 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>7. "Renewing Your Account." 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 by calling our Customer Relations Department and pay your "New Balance" in full (including the membership fee) prior to the end of the thirty-day period.</p> <p>8. 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, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a change your authorization to reopen your account. Additionally, your account will not be closed</p>	<p>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 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>9. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>"BILLING RIGHTS SUMMARY" (In Case Of Error Or Questions 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 inquiries shown on the front of this statement. 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>†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 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>†Does not apply to non-credit card accounts • Does not apply to business credit cards</p> <p>Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. ©2001 Capital One</p>
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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.

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

CapitalOne

VISA GOLD ACCOUNT
4388-6416-5983-8762

APR 06 - MAY 05, 2003
Page 1 of 1

Account Summary

Previous Balance	\$1,689.92
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$36.95
New Balance	\$1,790.87
Minimum Amount Due	\$1,790.87
Payment Due Date	June 05, 2003
Total Credit Line	\$1,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	07 APR	OVERLIMIT FEE	\$29.00
2	05 MAY	PAST DUE FEE	35.00

Register today at www.capitalone.com to access your account online. Your FREE access will allow you to pay your bill online, check your balance and view your statement. It's quick, easy and secure!

You were assessed a past due fee of \$35.00 on 05/05/2003 because your minimum payment was not received by the due date of 05/05/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

At your service

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

For free online account services and special customer offers, log on to:
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 23285-5015

Important Account Information

Did You Know? Capital One offers more than just credit card products. With more than 47 million accounts, Capital One provides valuable financial solutions—including auto loans, personal loans, CDs, money market accounts and more—to one out of every three homes in the U.S.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Compounding APR	FINANCE CHARGE
PURCHASES	\$1,735.73	.07096%	25.90%	\$36.95
CASH	\$0.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

EXHIBIT

"2"

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4388641659838762 05 1790870100001790875

New Balance **\$1,790.87**
Minimum Amount Due **\$1,790.87**
Payment Due Date June 05, 2003
Total enclosed \$
Account Number: **4388-6416-5983-8762**

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



055089



#9012609195484766# MAIL ID NUMBER
DENIS C MURAWSKI
361 GREENFIELD ST
FAIRFIELD CT 06432-4405



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

<p>1. How To Avoid A Finance Charge.</p> <p>a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new advances, new special purchases and new other charges if you pay your total "New Balance" 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. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."</p> <p>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 calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, 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 entire 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.</p> <p>c. Minimum Finance Charge. 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>d. Temporary Reduction In Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases).</p> <p>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 previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at 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 that segment and add any new transactions and any periodic finance charges calculated on the previous day's balance for that segment. We then subtract any payments or credits 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 paid the New Balance shown on your previous statement in full (or if your new balance is zero or a credit amount), new transactions which post to your purchase or special 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.</p> <p>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</p>	<p>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 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.) This gives us the daily balance 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 of each segment.</p> <p>3. Annual Percentage Rate (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Prime), L (3-mo. LIBOR), O (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 billing period covered by your periodic statement ending in the months January, April, July and October.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or G (3-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 <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>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 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>5. Assessment of Late, Overlimit and Returned Check Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period.</p> <p>6. 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.</p> <p>7. Renewing Your Account. 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 by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.</p> <p>8. 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, cancel all preauthorized billing, 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</p>	<p>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 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>9. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>"BILLING RIGHTS SUMMARY" (In Case Of Errors Or Questions 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 inquiries shown on the front 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 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>† 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 contact 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 business or we made the purchase, this 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>‡ Does not apply to non-credit card accounts † Does not apply to business credit cards</p> <p>Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. ©2001 Capital One</p>
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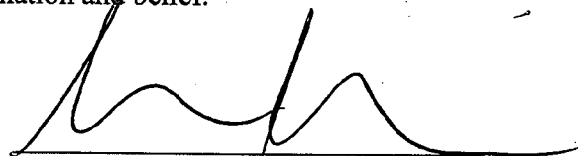
Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or 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 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# 04966447

04966665

FILED

APR 24 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101478
NO: 06-641-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: DENIS C. MURAWSKI

SHERIFF RETURN

NOW, May 03, 2006 AT 9:48 AM SERVED THE WITHIN COMPLAINT ON DENIS C. MURAWSKI DEFENDANT AT 908 CUMBERLAND ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DENIS C. MURAWSKI, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

FILED
012:2261
MAY 19 2006


William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8326914	10.00
SHERIFF HAWKINS	WELTMAN	8326914	20.00

Sworn to Before Me This

____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

FILED

MAY 19 2006

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

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

CAPITAL ONE BANK

Plaintiff

vs.

DENIS C MURAWSKI

Defendant

No. 06-641-CD

PRAECIPE FOR DEFAULT JUDGMENT

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 Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#04966947
Judgment Amount **6499.20**

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

FILED

12:55 PM
JUN 16 2006 *W. T. Molczan*

Notice to Def
William A. Shaw
Prothonotary/Clerk of Courts
Statement
Attly.

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 06-641-CD

DENIS C MURAWSKI

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

COUNT I

Kindly enter Judgment against the Defendant, DENIS C MURAWSKI, above named, in the default of an Answer, in the amount of \$3189.95 computed as follows:

Amount claimed in Complaint	\$3012.52
Interest from March 21, 2006 to June 12, 2006 at the legal interest rate of 25.9% per annum	\$177.43
TOTAL	\$3189.95

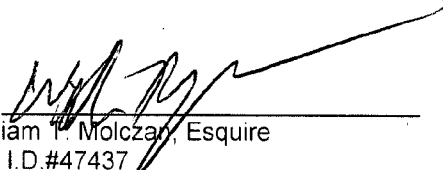
COUNT II

Kindly enter Judgment against the Defendant, DENIS C MURAWSKI, above named, in the default of an Answer, in the amount of \$3309.25 computed as follows:

Amount claimed in Complaint	\$3125.19
Interest from March 21, 2006 to June 12, 2006 at the legal interest rate of 25.9% per annum	\$184.06
TOTAL	\$3309.25
TOTAL COUNT I & COUNT II	\$6499.20

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 Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#04966947

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219

And that the last known address of the Defendant is: 59 WALNUT ST, BEAVER, PA 15009

the Notices.

the Notices.

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

CAPITAL ONE BANK

Plaintiff

Case # 06-641-CD

DENIS C MURAWSKI

Defendant(s)

IMPORTANT NOTICE

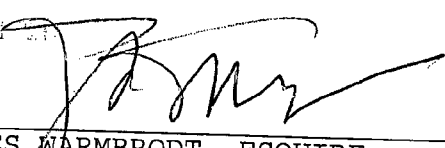
TO: DENIS C MURAWSKI
908 CUMBERLAND ST
CLEARFIELD, PA 16830

Date of Notice: 5-31-06
WWR#: 04966947

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 ADMINSTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 223
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: 06-641-CD

Plaintiff
vs.

NON-MILITARY AFFIDAVIT

DENIS C MURAWSKI

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.

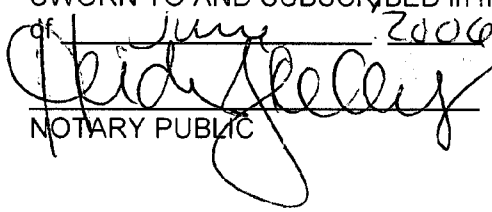
Affiant further states that based upon investigation it is the affiant's belief that the Defendant,
DENIS C MURAWSKI is not in the military service.

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

Further Affiant sayeth naught.


AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 12 day

of June 2006

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Heidi J. Kelly, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Nov. 4, 2009
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

JUN-12-2006 08:48:17



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
MURAWSKI	DENIS C	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.

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: **GKAHMOOUE**T

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 06-641-CD

DENIS C MURAWSKI

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
 ☒ Defendant
 ☐ Garnishee

You are hereby notified that the following
Order of Judgment was entered against
you on June 16, 2006

- (xx) Assumpsit Judgment in the amount
of \$3189.95 plus costs as to Count I.
(xx) Assumpsit Judgment in the amount
of \$3309.25 plus costs as to Count II.

☐ 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.

- (xx) Entry of Judgment of
 ☐ Court Order
 ☐ Non-Pros
 ☐ Confession
 ☒ Default
 ☐ Verdict
 ☐ Arbitration
 Award

Prothonotary

DENIS C MURAWSKI
908 CUMBERLAND ST
CLEARFIELD, PA 16830

By: 
PROTHONOTARY (OR DEPUTY)

Plaintiff's address is:
c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th 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.: 2006-00641-CD

Real Debt: \$6,499.20

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Denis C. Murawski
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 16, 2006

Expires: June 16, 2011

Certified from the record this June 16, 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