

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

CAPITAL ONE BANK

Plaintiff

vs.

PAUL J HIXON

Defendant

No: 06-1180-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
05252342 C A Pit WLG

Jan 12, 2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

FILED Aug pd. 85.00
m 11:03/61
JUL 24 2006 1cc Shff

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No

PAUL J HIXON

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:

PAUL J HIXON
1652 TREASURE LK
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 4388641845553788 .


4. Defendant made use of said credit card and has a current balance due of \$1596.49 , as of July 12, 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 25.900% per annum on the unpaid balance from July 12, 2006 . A copy of Plaintiff's STATEMENT OF ACCO UNT 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 , PAUL J HIXON , INDIVIDUALLY , in the amount of \$1596.49 with continuing interest thereon at the rate of 25.900% per annum from July 12, 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
05252342 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!



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

014-1192

CapitalOne

VISA GOLD ACCOUNT
4388-6418-4555-3788

MAY 16 - JUN 15, 2003
Page 1 of 1

Account Summary

Previous Balance	\$1,571.54
Payments, Credits and Adjustments	\$0.00
Transactions	\$70.00
Finance Charges	\$35.59
New Balance	\$1,677.13
Minimum Amount Due	\$1,677.13
Payment Due Date	July 15, 2003
Total Credit Line	\$1,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

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

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

Payments, Credits and Adjustments

Transactions

1	16 MAY	OVERLIMIT FEE	\$29.00
2	15 JUN	CAPITAL ONE MONTHLY MEMBER FEE	6.00
3	15 JUN	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 06/15/2003 because your minimum payment was not received by the due date of 06/14/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

EXHIBIT
1

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,617.88	.07096%	25.90%	\$35.59
CASH	\$0.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4388641845553788 15 1677130100001677139

New Balance **\$1,677.13**
Minimum Amount Due **\$1,677.13**
Payment Due Date July 15, 2003

Total enclosed \$
Account Number: 4388-6418-4555-3788

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



062761



#9016688826090735# MAIL ID NUMBER
PAUL J HIXON
TANNERY DRIVE
PENFIELD PA 15849

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

ACT 5252342

15R03 O 0100
2-11-00

<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 transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."</p> <p>b. Accounting 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 each segment and add any new transactions and any periodic finance charge 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 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 balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. 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 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</p>	<p>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 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 Rates (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 Replicated 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. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. 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>6. 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 until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment 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</p>	<p>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>7. 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)</p> <p>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</p> <p>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 consumer non-credit card accounts</p> <p>† Does not apply to business non-credit card accounts</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. © 2003 Capital One</p>
---	---	---

62761P

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]
(SIGNATURE)

WWR# 05252342

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **101745**

CAPITAL ONE BANK

Case # 06-1180-CD

vs.

PAUL J. HIXON

FILED

07:35 PM
AUG 29 2006

William A. Shaw
Prothonotary/Clerk of Courts

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW August 28, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO PAUL J. HIXON, DEFENDANT. ACCORDING TO FATHER MOVED OVER 4 YRS. AGO.

SERVED BY: /

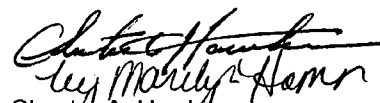
Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2568723	10.00
SHERIFF HAWKINS	WELTMAN	2568723	30.91

Sworn to Before me This

_____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK

Plaintiff

vs.

PAUL J HIXON

Defendant

No: 06-1180-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

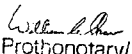
COUNSEL OF RECORD OF
THIS PARTY:

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
05252342 C A Pit WLG

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

JUL 24 2006

Attest.


Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff
vs.

Civil Action No

PAUL J HIXON

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:

PAUL J HIXON
1652 TREASURE LK
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 4388641845553788 .

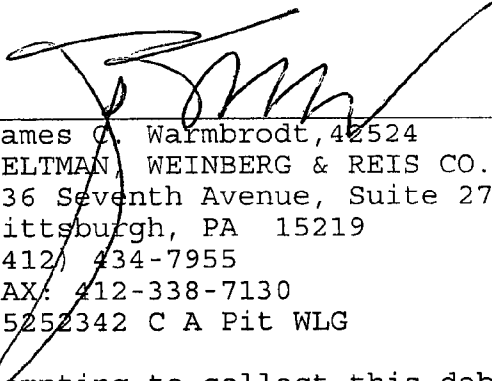
4. Defendant made use of said credit card and has a current balance due of \$1596.49 , as of July 12, 2006 .

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 25.900% per annum on the unpaid balance from July 12, 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 , PAUL J HIXON , INDIVIDUALLY , in the amount of \$1596.49 with continuing interest thereon at the rate of 25.900% per annum from July 12, 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
05252342 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!



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
4388-6418-4555-3788

MAY 16 - JUN 15, 2003
Page 1 of 1

Account Summary

Previous Balance	\$1,571.54
Payments, Credits and Adjustments	\$0.00
Transactions	\$70.00
Finance Charges	\$35.59
New Balance	\$1,677.13
Minimum Amount Due	\$1,677.13
Payment Due Date	July 15, 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	16 MAY	OVERLIMIT FEE	\$29.00
2	15 JUN	CAPITAL ONE MONTHLY MEMBER FEE	6.00
3	15 JUN	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 06/15/2003 because your minimum payment was not received by the due date of 06/14/2003. 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 service 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

EXHIBIT
1

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,617.88	.07096%	25.90%	\$35.59
CASH	\$0.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

02761P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4388641845553788 15 1677130100001677139

New Balance **\$1,677.13**
Minimum Amount Due **\$1,677.13**
Payment Due Date July 15, 2003
Total enclosed \$
Account Number: 4388-6418-4555-3788

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



062761



#9016688826090735# MAIL ID NUMBER
PAUL J HIXON
TANNERY DRIVE
PENFIELD PA 15849

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



15003 00100
2-----11-

<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 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 each segment and add any new transactions and any periodic finance charge 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 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 balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. 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 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</p>	<p>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 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 Rates (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 Repeated 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. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. 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>6. 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 until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment 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</p>	<p>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>7. 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 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</p> <p>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 consumer non-credit card accounts</p> <p>‡ Does not apply to business non-credit card accounts</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. © 2003 Capital One</p>
--	--	---

62761P

011GLBAK

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]
(SIGNATURE)

WWR# 05252342

FILED

AUG 29 2006

William A. Shaw
Prothonotary/Clerk of Courts

6A

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

CAPITAL ONE BANK

Plaintiff

No. ⁰⁶~~60~~-1180-CD

vs.

MOTION FOR ALTERNATE SERVICE

PAUL J HIXON

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
Pa I.D. No. 42524
Weltman, Weinberg & Reis, Co., LLC
2718 Koppers Building
436 Seventh Avenue
Pittsburgh PA 15219
412-434-7955

FILED NO CC
mlr:cc/61
DEC 04 2006 @

William A. Shaw
Prothonotary/Clerk of Courts

WWR #05252342

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

CAPITAL ONE BANK

Plaintiff

No. 60-1180-CD

vs.

PAUL J HIXON

Defendant

PLAINTIFF'S MOTION FOR ALTERNATE SERVICE

AND NOW, comes Plaintiff, by counsel, Weltman, Weinberg & Reis Co., L.P.A. and requests this Honorable Court to enter an Order allowing the Plaintiff to make service upon Defendant, PAUL J HIXON, by certified U.S. Mail and Certificate of Mailing, addressed to 1652 Treasure Lk, Du Bois, Pa 15801, averring in support thereof the following:

1. On or about JULY 24, 2006, Plaintiff filed a Complaint in Civil Action against Defendant to recover the unpaid balance due Plaintiff from Defendant in the amount of \$1596.49.
2. When the Sheriff of CLEARFIELD County, Pennsylvania, attempted to make service of Plaintiff's Complaint on Defendant, the Sheriff was unable to do so, as evidenced by the Sheriff's return, a true and correct copy of which is attached hereto, marked Exhibit "1", and made a part hereof.
3. Upon receipt of the Sheriff's return of no service, Plaintiff conducted an investigation with the United States Postal Service to confirm the physical address of the Defendant.

4. Pursuant to Plaintiff's request for information, the United States Postal Service confirmed Defendant's physical address of 1652 Treasure Lk, Du Bois, Pa 15801, a true and correct copy of Plaintiff's Postal Request is attached hereto, marked as Exhibit "2", and made a part hereof.


5. Plaintiff conducted an online white pages search and was unable to confirm a current address for Defendant of 1652 Treasure Lk, Du Bois, Pa 15801.

6. Plaintiff contacted the CLEARFIELD County Tax Assessment office, a representative from which could not confirm the Defendant's current physical address as 1652 Treasure Lk, Du Bois, Pa 15801.

7. Plaintiff requested information from the Department of Motor Vehicles for Defendant and there are vehicles registered to Defendant at 1652 Treasure Lk, Du Bois, Pa 15801. A true and correct copy of the Motor Vehicle Abstract is attached hereto, marked as Exhibit "3", and made a part hereof.

8. Based upon the foregoing, Plaintiff believes and therefore avers that Defendant is attempting to avoid service of process in the above-captioned matter and Plaintiff therefore seeks an Order of Court, pursuant to Pennsylvania Rule of Civil Procedure 430, granting Plaintiff leave to serve its Complaint on Defendant by alternative means.

WHEREFORE, Plaintiff requests this Honorable Court to enter an Order pursuant to PA.R.C.P. 430(a), authorizing the Plaintiff to serve Defendant by Certified U.S. Mail and Certificate of Mailing sent to an address (1652 Treasure Lk, Du Bois, Pa 15801) at which Defendant is presently receiving mail according to information obtained from the Post Office, or by allowing service by a competent adult.



James C. Warmbrodt, Esquire
Pa I.D. No. 42524
Weltman, Weinberg & Reis, Co., LLC
2718 Koppers Building
436 Seventh Avenue
Pittsburgh PA 15219
412-434-7955

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **101745**

CAPITAL ONE BANK

Case # 06-1180-CD

vs.

PAUL J. HIXON

COPY

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW August 28, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO PAUL J. HIXON, DEFENDANT. ACCORDING TO FATHER MOVED OVER 4 YRS. AGO.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2568723	10.00
SHERIFF HAWKINS	WELTMAN	2568723	30.91

Sworn to Before me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

EXHIBIT

1

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

ATTORNEYS AT LAW
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
412.434.7955
www.weltman.com

BURLINGTON, NJ
609.914.0437
CHICAGO, IL
847.940.9812
CINCINNATI, OH
513.723.2200
CLEVELAND, OH
216.685.1000
COLUMBUS, OH
614.228.7272
DETROIT, MI
248.362.6100
PHILADELPHIA, PA
215.599.1500

WILLIAM T. MOLCZAN
Attorney at Law
412.434.7955
Fax 412.434.7959
wmolczan@weltman.com



September 13, 2006

Postmaster
DU BOIS, PA 15801

Request for Change of Address or Boxholder Information Needed for Service of Legal Process

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: **PAUL J HIXON**
Address: **1652 TREASURE LK**
DU BOIS, PA 15801

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

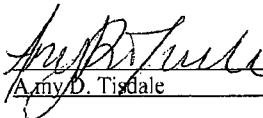
The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: **William T. Molczan, Esquire, Attorney for Plaintiff, CAPITAL ONE BANK**
 2. Statute or regulation that empowers me to serve process: **N/A**
 3. The names of all known parties to the litigation: **CAPITAL ONE BANK vs. PAUL J HIXON**
 4. The Court in which the case has been or will be heard: **Court of Common Pleas of CLEARFIELD**
 5. The docket or other identifying number if one has been issued: **60-1180-CD**
- The capacity in which this individual is to be served: **Defendant**

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.



Amy D. Tisdale

WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

FOR POST OFFICE USE ONLY

BOXHOLDER'S POSTMARK

- ☐ Not known at address given.
☐ Moved, left no forward address.
☐ No such address.
☐ No change of address on file
☒ Good as Addressed

XXX PLEASE INDICATE PHYSICAL ADDRESS

EXHIBIT

2

NEW ADDRESS or NAME and STREET ADDRESS

WWR#05252342

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
VEHICLE RECORD ABSTRACT

11/14/06

PAGE 1

276002

063180713000537 018

OWNER : PAUL J HIXON
1652 TREASURE LK
DU BOIS PA 15801

LESSEE : NONE

TITLE NUMBER : 58834751
TAG NUMBER : YMB0022
VIN : 1GCDT13X03K158340

MAKE : CHEVROLET
MODEL :
RENEWAL WID : 060832600013220 001
PREVIOUS TAG :
LIENS : YES
STOPS : NO

TITLE DATE : 05/02/03
REGISTRATION EXPIRY DATE: 02/07
BODY TYPE : TK
ODOMETER READING : 152*
*ACTUAL MILEAGE
DUPLICATE TITLE COUNT : 0
VEHICLE YEAR : 2003
STOLEN DATE :

TITLE BRAND INFORMATION

NO TITLE BRANDS EXIST FOR THIS TITLE

ANTIQUE VEHICLE

LIEN INFORMATION

LIEN HOLDER NO. 1

NAME : GMAC
ADDRESS: PO BOX 8141
COCKEYSVILLE MD 21030

EXPIRATION DATE: 05/02/09
ABA NO :
ELT IND:

NO 2ND OR 3RD LIENS EXIST FOR THIS TITLE

EXHIBIT

3

ADDRESS CORRESPONDENCE TO:
DEPARTMENT OF TRANSPORTATION
VEHICLE RECORD SERVICES
PO BOX 68691
HARRISBURG, PA 17106-8691

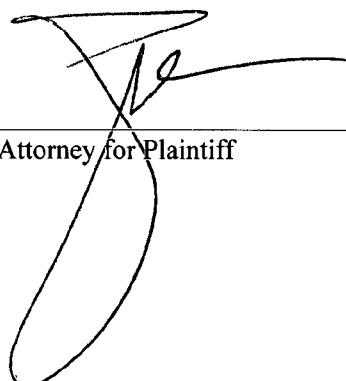
INFORMATION: (8:00 AM TO 6:00 PM)
IN STATE 1-800-932-4600
OUT-OF-STATE 717-412-5300
TDD IN STATE 1-800-228-0676
TDD OUT-OF-STATE 717-412-5380
WWW.DOT.STATE.PA.US

05252342

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the within Motion for Alternate Service was served on the 1 day of Dec, 2006, by first class, U.S. Mail, postage-prepaid, addressed as follows:

PAUL J HIXON
1652 Treasure Lk
Du Bois, Pa 15801



Attorney for Plaintiff

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

CAPITAL ONE BANK

NO. 60-1180-CD

Plaintiff

vs.

PAUL J HIXON

Defendant

AFFIDAVIT PURSUANT TO PA R.C.P. 430 (a)

BEFORE ME, a Notary Public, in and for the foregoing County and Commonwealth, personally appeared James C Warmbrodt, Esquire, of Weltman, Weinberg & Reis, Co., L.P.A., attorneys for Plaintiff, and deposes and says that the following accurately reflects efforts made to ascertain the exact whereabouts of Defendant named in the above-captioned matter.

- a. Plaintiff requested current address information from the United States Postal Service, which request for information confirmed the current address for Defendant as being 1652 Treasure Lk, Du Bois, Pa 15801. A true and correct copy of the Postal Service Return is marked Exhibit "2" attached hereto and made a part hereof.
- b. Plaintiff requested a vehicle search on the Defendant, which shows that the Defendant has a registered vehicle at 1652 Treasure Lk, Du Bois, Pa 15801. A true and correct copy is attached hereto and marked as Exhibit "3".

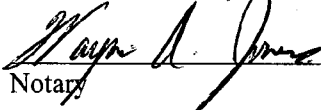
Finally, Affiant deposes and says that after the foregoing investigation, the exact whereabouts of the Defendant, PAUL J HIXON, is 1652 Treasure Lk, Du Bois, Pa 15801.

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



James C. Warmbrodt, Esquire
Pa I.D. No. 42524
Weltman, Weinberg & Reis, Co., LLC
2718 Koppers Building
436 Seventh Avenue
Pittsburgh PA 15219
412-434-7955

Sworn to and subscribed before me
this 30 day of November, 06


Notary

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Wayne A. Jones, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires June 29, 2010
Member, Pennsylvania Association of Notaries

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

CAPITAL ONE BANK

Plaintiff

No. 60-1180-CD

vs.

PAUL J HIXON

ORDER OF COURT

AND NOW, to-wit, this 5th day of December, 2006, upon consideration of the foregoing Motion for Service of the Complaint Pursuant to Special Order of Court and attached supporting affidavit, it is hereby ORDERED, ADJUDGED AND DECREED, that the service of the Complaint in Civil Action may be made on Defendant, PAUL J HIXON, by permitting the Plaintiff to mail a copy of the Complaint to the Defendant the last known address being 1652 Treasure Lk, Du Bois, Pa 15801 by Certified Mail and by Certificate of Mailing Postal Form 3817, postage prepaid. Service to be completed upon mailing.

BY THE COURT:


_____ J.

FILED ^{2cc}
019:32/61
DEC 06 2006
Atty Warmbrodt
William A. Shaw
Prothonotary/Clerk of Courts

WWR #05252342

FILED

DEC 06 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.

PAUL J HIXON

Defendant

No. ^{de}~~60~~-1180-CD

PRAECIPE TO REINSTATE COMPLAINT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#05252342

FILED *Atty pd. 7.00*
m/12:53/54
JAN 12 2007 *ICC & 1 Complaint*
Reinstated to
William A. Shaw *Atty*
Prothonotary/Clerk of Courts
GR

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 60-1180-CD

PAUL J HIXON

Defendant

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

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

By: 

James C. Warmbrodt, Esquire

FA I.D. #42524

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #05252342

FILED

JAN 12 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

PAUL J HIXON

Defendant

06-
No. ~~60~~-1180-CD

AFFIDAVIT OF SERVICE OF COMPLAINT

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#05252342

FILED *No CC*
mjl:09/20k
FEB 23 2007 *(S)*

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff
vs.

No. 60-1180-CD

PAUL J HIXON

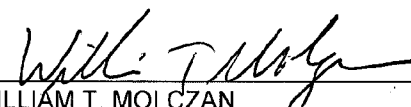
Defendant

AFFIDAVIT OF SERVICE OF COMPLAINT

BEFORE ME, the undersigned authority, personally appeared William T. Molczan, Esquire, who according to law deposes and says that a copy of the Complaint in Civil Action has been served on the Defendant, PAUL J HIXON.

1. On or about DECEMBER 5, 2006, Plaintiff received a signed Order of Court permitting service, on the Defendant, to be complete and valid upon mailing to the complaint by first class mail, certificate of mailing and by certified mail, return receipt requested. Said Order of Court is attached as Exhibit "1".
2. On or about FEBRUARY 15, 2007, Plaintiff mailed the complaint to 1652 TREASURE LK., DU BOIS, PA 15801. Said certificate of mailing and certified mail receipts are attached as Exhibit "2".

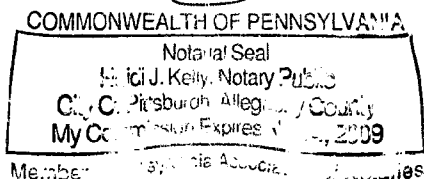
WELTMAN, WEINBERG & REIS, CO., L.P.A.



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#05252342

Sworn to and subscribed
before me this 20
day of JANUARY 2007.


NOTARY PUBLIC



CXL

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

CAPITAL ONE BANK

Plaintiff

No. 60-1180-CD

vs.

PAUL J HIXON

ORDER OF COURT

AND NOW, to-wit, this 5th day of December, 2006, upon consideration of the foregoing Motion for Service of the Complaint Pursuant to Special Order of Court and attached supporting affidavit, it is hereby ORDERED, ADJUDGED AND DECREED, that the service of the Complaint in Civil Action may be made on Defendant, PAUL J HIXON, by permitting the Plaintiff to mail a copy of the Complaint to the Defendant the last known address being 1652 Treasure Lk, Du Bois, Pa 15801 by Certified Mail and by Certificate of Mailing Postal Form 3817, postage prepaid. Service to be completed upon mailing.

EXHIBIT

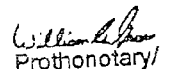
BY THE COURT:


_____ J.

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

DEC 06 2006

Attest.


Prothonotary/
Clerk of Courts

WWR #05252342

7005 3310 0002 8968 9579

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.87
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.12

Sent To: Paul J Hixon
Street Apt. No.; 11052 Treasure LK
or PO Box No. DU BOIS PA 15801
City, State, ZIP+4 See Reverse for Instructions

PS Form 3800, June 2002

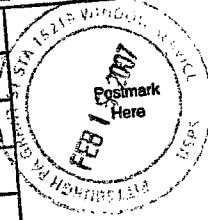


EXHIBIT
2

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
<u>Wellman, Weinberg & Reis Co., L.P.A.</u>	
<u>2718 Koppers Bldg.</u>	
<u>436 7th Avenue</u>	
<u>Pittsburgh, PA 15219</u>	
<u>(412) 434-7955</u>	
One piece of ordinary mail addressed to:	
<u>PAUL J HIXON</u>	
<u>11052 TREASURE LK</u>	
<u>DUBOIS PA 15801</u>	



UNITED STATES POSTAGE
02 1M
0004217869
FEB 15 2007
MAILED FROM ZIP CODE 15219
\$ 00.950
FINEY BOWES

FILED

FEB 23 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

PAUL J HIXON

Defendant

^{OP}
No. ~~60~~-1180 CD

PRAECIPE TO SETTLE, DISCONTINUE
AND END

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#05252342

FILED *icct: Cert*
m/2:25um of disc issued
APR 09 2007 *to Atty*
Warmbrodt
William A. Shaw
Prothonotary/Clerk of Courts *copy b/c/A*

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 60-1180 CD

PAUL J HIXON

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, Esquire

PA I.D. #42524

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#05252342

Sworn to and subscribed

Before me the 28

Day of MARCH, 2007


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Wayne A. Jones, Notary Public

City Of Pittsburgh, Allegheny County

My Commission Expires June 29, 2010

Member, Pennsylvania Association of Notaries

FILED

APR 09 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Capital One Bank

Vs.
Paul J. Hixon

No. 2006-01180-CD

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 9, 2007, marked:

Settled, discontinued and ended

Record costs in the sum of \$92.00 have been paid in full by James Warmbrodt Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 9th day of April A.D. 2007.



William A. Shaw, Prothonotary