

06-1315-CD
Capital One Bank vs Scott D. Anderson

2006-1315-CD
Capital One vs Scott Anderson

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No: 2006-1315-CD

vs.

COMPLAINT IN CIVIL ACTION

SCOTT D ANDERSON

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
05215530 C A Pit KEB

FILED

11:53 P.M. 6K

AUG 16 2006 /cc to 54ff

William A. Shaw
Prothonotary/Clerk of Courts

4-9-2007 Document
Reinstated/Rescued to ~~Sheriff~~ Attorney
for service.

William A. Shaw
Deputy Prothonotary

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No
SCOTT D ANDERSON
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:

SCOTT D ANDERSON
1654 TREASURE LAKE
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 4388642063702537 .

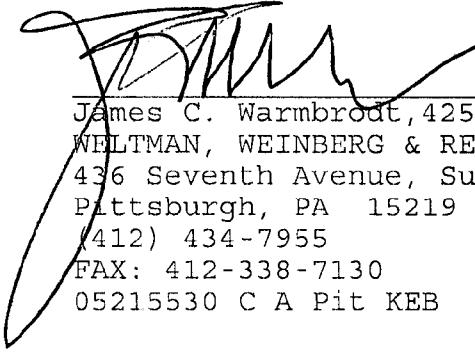
4. Defendant made use of said credit card and has a current balance due of \$3148.27 , as of August 08, 2006 .

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 August 08, 2006 . A copy of Plaintiff's STATEMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

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

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , SCOTT D ANDERSON , INDIVIDUALLY , in the amount of \$3148.27 with continuing interest thereon at the rate of 25.900% per annum from August 08, 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
05215530 C A Pit KEB

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

Your account is delinquent.

We want to help!



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

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

1-800-479-7231

014-1102

CapitalOne®

VISA GOLD ACCOUNT

4388-6420-6370-2537

APR 04 - MAY 03, 2003

Page 1 of 1

Account Summary

Previous Balance	\$1,601.21
Payments, Credits and Adjustments	\$0.00
Transactions	\$70.00
Finance Charges	\$35.06
 New Balance	 \$1,706.27
Minimum Amount Due	\$1,706.27
Payment Due Date	June 03, 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	04 APR	OVERLIMIT FEE	\$29.00
2	03 MAY	CAPITAL ONE MONTHLY MEMBER FEE	6.00
3	03 MAY	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 05/03/2003 because your minimum payment was not received by the due date of 05/03/2003. 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: Send inquiries to:
Attn: Remittance Processing Capital One Services
Capital One Services
P.O. Box 85147 P.O. Box 85015
Richmond, VA 23276 Richmond, VA 23285-5015

Important Account Information

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.

EXHIBIT

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,470.05	.07096%	25.90%	\$31.29
CASH	\$177.23	.07096%	25.90%	\$3.77

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 4388642063702537 03 1706270130001706271

New Balance	\$1,706.27
Minimum Amount Due	\$1,706.27
Payment Due Date	June 03, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	4388-6420-6370-2537

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		

#9012478960872690# MAIL ID NUMBER
SCOTT D ANDERSON
RR 3 BOX 99C
SUNBURY PA 17801-9343

050665

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









03R03 0 0100
2-----

1. **How To Avoid A Finance Charge.**
† 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."
- 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 posted to your Account or 3) from the first calendar day of the current month. 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 in the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. **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 results from the application of your periodic rates to an amount less than \$0.50, we subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- † d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Average Daily Balance (including New Purchases).**
a. Finance charge is calculated by adding the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rates; 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 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 of that segment, add up all new purchases, new balance transfers 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 separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or in full plus a minimum of zero) and had no new purchases, new balance transfers 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 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.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

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

3. **Annual Percentage Rates (APR).**
a. The term "Annual Percentage Rate" may appear as APR on the front of this statement.

b. If the code A (Annual Percentage Rate), 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 *The Wall Street Journal*, plus the margin previously disclosed to you.

c. 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.

c. If the codes 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 *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.**
a. We will assess late fees, overlimit fees and returned payment 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.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date of this statement to write to us 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 use your "New Balance" in full, including the membership fee prior to the end of the third day period.

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 cancel all accounts. You do not cancel a preauthorized billing arrangement, 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 advances, and any other amounts due on your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request 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 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 amount of the fee has been paid in full as defined above.

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

BILLING RIGHTS SUMMARY

(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 us. Call us for additional numbers, 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. If 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.

† 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 to pay the 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.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

01LGLBAK

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 on Bole, 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)

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

August 08, 2006

RE: CAPITAL ONE BANK vs. SCOTT D ANDERSON

COURT #:

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

SCOTT D ANDERSON
1654 TREASURE LAKE
DU BOIS, PA 15801

Please confirm service by sending notice to:

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

05215530 C A Pit KEB

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # 101832

CAPITAL ONE BANK

Case # 06-1315-CD

vs.

SCOTT D. ANDERSON

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW September 25, 2006 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO SCOTT D. ANDERSON, DEFENDANT.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2587198	10.00
SHERIFF HAWKINS	WELTMAN	2587198	30.91

FILED
0/4.00cm, PS
SEP 26 2006

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

____ Day of _____ 2006

So Answers,

Chester A. Hawkins
by Marilyn Hasker
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No: 2006-1315-CD

vs.

COMPLAINT IN CIVIL ACTION

SCOTT D ANDERSON

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
05215530 C A Pit KEB

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

AUG 16 2007

Attest.

William J. Lohr
Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No

SCOTT D ANDERSON

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:

SCOTT D ANDERSON
1654 TREASURE LAKE
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 4388642063702537 .

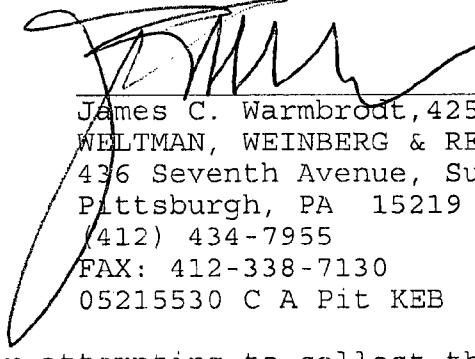
4. Defendant made use of said credit card and has a current balance due of \$3148.27 , as of August 08, 2006 .

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 August 08, 2006 . A copy of Plaintiff's STATEMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

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

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , SCOTT D ANDERSON , INDIVIDUALLY , in the amount of \$3148.27 with continuing interest thereon at the rate of 25.900% per annum from August 08, 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
05215530 C A Pit KEB

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

Your account is delinquent.

We want to help!



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

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

1-800-479-7231

014-1102

CapitalOne®

VISA GOLD ACCOUNT
4388-6420-6370-2537

APR 04 - MAY 03, 2003
Page 1 of 1

Account Summary

Previous Balance	\$1,601.21
Payments, Credits and Adjustments	\$0.00
Transactions	\$70.00
Finance Charges	\$35.06
New Balance	\$1,706.27
Minimum Amount Due	\$1,706.27
Payment Due Date	June 03, 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	04 APR	OVERLIMIT FEE	\$29.00
2	03 MAY	CAPITAL ONE MONTHLY MEMBER FEE	6.00
3	03 MAY	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 05/03/2003 because your minimum payment was not received by the due date of 05/03/2003. 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: Send inquiries to:
Attn: Remittance Processing Capital One Services
Capital One Services P.O. Box 85015
P.O. Box 85147 Richmond, VA 23276-5015

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.

EXHIBIT

Finance Charges		Please see reverse side for important information		
		Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES	\$1,470.05		.07096%	25.90%
CASH	\$177.33		.07096%	25.90%

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

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 4388642063702537 03 1706270130001706271

New Balance	\$1,706.27
Minimum Amount Due	\$1,706.27
Payment Due Date	June 03, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	4388-6420-6370-2537

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		

550665

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

055066

#9012478960872690# MAIL ID NUMBER
SCOTT D ANDERSON
RR 3 BOX 99C
SUNBURY PA 17801-9343

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

1. **How To Avoid A Finance Charge.**
† 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" in time for it to be credited by your next statement closing date.
- b. **Acquiring 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 your New Balance in time for it to be credited 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 balance.
- c. **Periodic 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 rates 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.
- d. **Waiver of Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

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

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transaction, and new purchase) by your corresponding 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 and then add 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 for the previous day's balance for that segment. We then subtract any payments of credit or preexisting finance charges that were deducted from the account. 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 purchases segments are not subject to the daily balances. We calculate the 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 the calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, 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 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.

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

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

4. **Assessment of Late, Overlimit and Returned Payment Fees.**

Your account will be assessed no more than twice of the fees listed here for occurring any one month. Under the terms of your consumer 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.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement is issued to you to avoid having this fee 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.
6. **Waiver of 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 or agree to close we will consider revocation of your authorization to renew 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 applicable to your account. You will be liable 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 you are a member ship holder for your account, the fee will continue to be charged. To the extent permitted by law, above, the account balance has been paid in full as defined above.

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

BILLING RIGHTS SUMMARY

† Call Our Office 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 inquiry shown on the front of this statement. We must hear from you no later than 60 days after we send you the first bill in which the error or problem appeared. You can call our Customer Relations Department, 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 dispute 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.

‡ 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 provider of the item or service, but have not been able 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.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

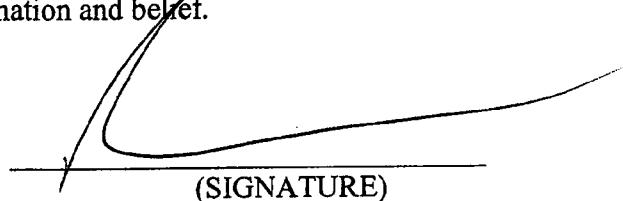
O1L0BAK

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 on Bole, 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)

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

August 08, 2006

RE: CAPITAL ONE BANK vs. SCOTT D ANDERSON

COURT #:

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

SCOTT D ANDERSON
1654 TREASURE LAKE
DU BOIS, PA 15801

Please confirm service by sending notice to:

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

05215530 C A Pit KEB

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

CAPITAL ONE BANK

Plaintiff No. 2006-1315-CD

vs.

MOTION FOR ALTERNATE SERVICE

SCOTT D ANDERSON

Defendant 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

FILED NO CC
1/17/2007
JAN 17 2007
SAC
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff No. 2006-1315-CD

vs.

SCOTT D ANDERSON

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, SCOTT D ANDERSON, by certified U.S. Mail and Certificate of Mailing, addressed to 1654 Treasure Lake, Du Bois, Pa 15801, averring in support thereof the following:

1. On or about AUGUST 16, 2006, Plaintiff filed a Complaint in Civil Action against Defendant to recover the unpaid balance due Plaintiff from Defendant in the amount of \$3148.27.

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 1654 Treasure Lake, 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 1654 Treasure Lake, 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 1654 Treasure Lake, Du Bois, Pa 15801.

7. 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 P.A.R.C.P. 430(a), authorizing the Plaintiff to serve Defendant by Certified U.S. Mail and Certificate of Mailing sent to an address (1654 Treasure Lake, 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.



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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # 101832

CAPITAL ONE BANK

Case # 06-1315-CD

vs.

SCOTT D. ANDERSON

COPY

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW September 25, 2006 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO SCOTT D. ANDERSON, DEFENDANT.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2587198	10.00
SHERIFF HAWKINS	WELTMAN	2587198	30.91

EXHIBIT

Sworn to Before me This

____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

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



October 3, 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: SCOTT D ANDERSON
Address: 1654 TREASURE LAKE
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.

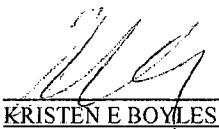
1. Capacity of requester: William T. Molczan, Esquire, Attorney for Plaintiff, CAPITAL ONE BANK
2. Statute or regulation that empowers me to serve process: N/A
3. The names of all known parties to the litigation: CAPITAL ONE BANK vs. SCOTT D ANDERSON
4. The Court in which the case has been or will be heard: Court of Common Pleas in CLEARFIELD
5. The docket or other identifying number if one has been issued: 2006-1315-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.



KRISTEN E BOYLES

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

EXHIBIT

2

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

NEW ADDRESS or NAME and STREET ADDRESS

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the within Motion for Alternate Service was served on the 16 day of Jan, 2007, by first class, U.S. Mail, postage-prepaid, addressed as follows:

SCOTT D ANDERSON
1654 Treasure Lake
Du Bois, Pa 15801



Attorney for Plaintiff

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

CAPITAL ONE BANK

NO. 2006-1315-CD

Plaintiff

vs.

SCOTT D ANDERSON

Defendant

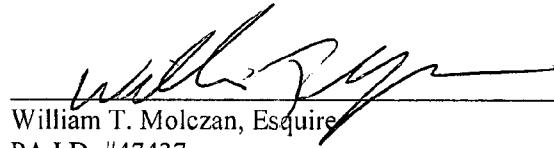
AFFIDAVIT PURSUANT TO PA R.C.P. 430 (a)

BEFORE ME, a Notary Public, in and for the foregoing County and Commonwealth, personally appeared William T. Molczan, 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 1654 Treasure Lake, 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.

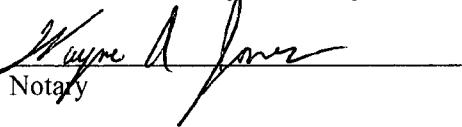
Finally, Affiant deposes and says that after the foregoing investigation, the exact whereabouts of the Defendant, SCOTT D ANDERSON, is 1654 Treasure Lake, Du Bois, Pa 15801.

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

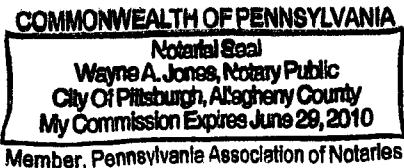


William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

Sworn to and subscribed before me
this 4th day of January, 07



Wayne A. Jones
Notary



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

CAPITAL ONE BANK

Plaintiff

No. 2006-1315-CD

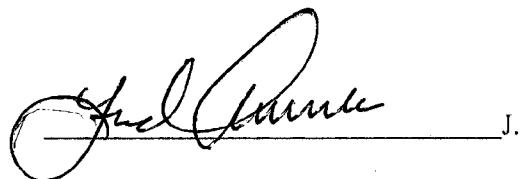
vs.

SCOTT D ANDERSON

ORDER OF COURT

AND NOW, to-wit, this 19 day of Jan, 2007, 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, SCOTT D ANDERSON, by permitting the Plaintiff to mail a copy of the Complaint to the Defendant the last known address being 1654 Treasure Lake, 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

JAN 19 2007

o/3:35/ *ws* *610*
William A. Shaw
Prothonotary/Clerk of Courts

1 cent to ATF

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

CAPITAL ONE BANK

Plaintiff No. 2006-1315-CD

vs. PRAECLPICE TO REINSTATE COMPLAINT

SCOTT D ANDERSON

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Patrick Thomas Woodman
PA I.D. #34507
WELTMAN, WEINBERG & REIS, CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05215530

FILED pd \$7.00 Atty
m/210pm ICC & I reinstated
APR 09 2007 Complaint to
Atty Woodman
WM
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. 2006-1315-CD

SCOTT D ANDERSON

Defendant

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

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

By: Patrick Thomas Woodman
Patrick Thomas Woodman
PA I.D. #34507
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR #05215530

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

CAPITAL ONE BANK

Plaintiff No. 2006-1315-CD

vs.

SCOTT D ANDERSON

AFFIDAVIT OF SERVICE OF COMPLAINT

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

PATRICK THOMAS WOODMAN, Esquire
PA. I.D.#34507
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05215530

FILED *No ec*
210:43-01
APR 27 2007
WS

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff No. 2006-1315-CD
vs.

SCOTT D ANDERSON
Defendant

AFFIDAVIT OF SERVICE OF COMPLAINT

Before me, the undersigned authority, personally appeared PATRICK THOMAS WOODMAN, Esquire, who, being duly sworn according to law, deposes and says that on APRIL 13, 2007, he did cause to be sent to Defendant, SCOTT D ANDERSON, Plaintiff's Complaint by Certificate of Mailing Postal Form 3817 and on APRIL 13, 2007, he did cause to be sent to Defendant, SCOTT D ANDERSON, Plaintiff's Complaint by Certified Mail, Return Receipt requested, directed to the Defendant at his last known address of 1654 TREASURE LAKE, DU BOIS, PA 15801. True and correct copy of Plaintiff's Certificate of Mailing PS Form 3817 is attached hereto, marked as Exhibit "1" and made a part hereof. Furthermore, true and correct copy of Plaintiff's Receipt for Certified Mail is attached hereto, marked as Exhibit "2" and made a part hereof.

As the Order of Court states, service is deemed to be perfected as of APRIL 13, 2007, the date of mailing.

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

By: Patrick Thomas Woodman

PATRICK THOMAS WOODMAN, Esquire
PA. I.D.#34507
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

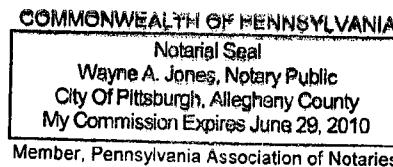
(412) 434-7955

WWR#05215530

Sworn to and subscribed
before me this 17
day of April, 2007

Karen A. Jones
NOTARY PUBLIC

~~NOTARY PUBLIC~~



U.S. POSTAL SERVICE

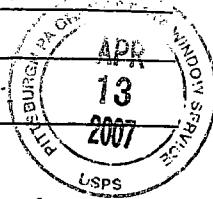
CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT
PROVIDE FOR INSURANCE. POSTMASTER

Received From

Weintraub, Weinberg & Reis Co., L.P.A.

2719 Kappus Bldg.
435 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955



One piece of ordinary mail addressed to:

SCOTT D ANDERSON
1654 Treasure Lake
Mt. Washington, PA 15801



02 1M
0004217869 APR 13 2007
MAILED FROM ZIPCODE 15219

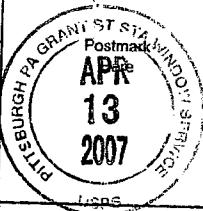
EXHIBIT

7006 2760 0003 5718 5919

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ <u>63</u>
Certified Fee	<u>2.40</u>
Return Receipt Fee (Endorsement Required)	<u>1.85</u>
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	<u>\$ 4.88</u>

Scott D Anderson
1654 Treasure Lake
All Bays 15801

PS Form 3800, August 2006 See Reverse for Instructions



EXHIBIT

2

FILED

JUN 20 2007

12:40 PM

William A. Shaw

Prothonotary/Clerk of Courts

1 CENT WITHDRAWN

TO DEPT.

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

CAPITAL ONE BANK,

Plaintiff

No. 2006-1315-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

SCOTT D ANDERSON

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#5215530
Judgment Amount \$ 3836.34

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

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

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. 2006-1315-CD

SCOTT D ANDERSON

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

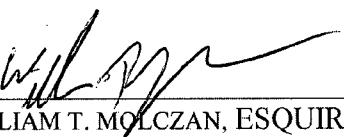
TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, SCOTT D ANDERSON above named, in the default of an Answer, in the amount of \$3836.34 computed as follows:

Amount claimed in Complaint	\$3148.27
Interest from AUGUST 8, 2006 TO JUNE 12, 2007 at the legal interest rate of 25.90% per annum	\$688.07
TOTAL	\$3836.34

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

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

By: 
WILLIAM T. MOLCZAN, ESQUIRE
PA I.D.#47437
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#5215530

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: 1654 TREASURE LAKE DU BOIS PA 15801

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

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. 2006-1315-CD

SCOTT D ANDERSON

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on 6-20-07

Assumpsit Judgment in the amount
of \$3836.34 plus costs.

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

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

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

Prothonotary

By: 
PROTHONOTARY (OR DEPUTY)

SCOTT D ANDERSON
1654 TREASURE LAKE
DU BOIS PA 15801

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 CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

Case # 2006-1315-71

SCOTT D ANDERSON

Defendant(s)

IMPORTANT NOTICE

TO: SCOTT D ANDERSON
1654 TREASURE LAKE
DU BOIS, PA 15801

Date of Notice: 5/15/07
WWR#: 05215530

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE FOLLOWING OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

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

BY: Patrick Thomas Woodman
PATRICK THOMAS WOODMAN
PA I.D. #34507
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 KOPPERES BLDG, 436 7TH AVE.
PITTSBURGH, PA 15219

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

CAPITAL ONE BANK,

Case no: 2006-1315-CD

Plaintiff
vs.
NON-MILITARY AFFIDAVIT

SCOTT D ANDERSON

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.

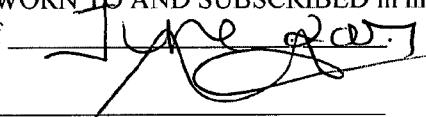
Affiant further states that based upon investigation it is the affiant's belief that the Defendant, SCOTT D ANDERSON is not in the military service.

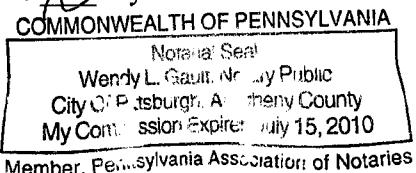
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, SCOTT D ANDERSON is not in the military service.

Further Affiant sayeth naught.


AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 12 day
of June 2009.


NOTARY PUBLIC



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-12-2007 07:47:49



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
ANDERSON	SCOTT D		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.

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, 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. #167;#167; 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: BPPWINRDNLI