

06-1360-CD  
Capital One Bank vs Kara Varger

2006-1360-CD  
Capital One vs Kara Varger

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

CAPITAL ONE BANK

Plaintiff No. 06-1360-CD

vs. COMPLAINT IN CIVIL ACTION

KARA YARGER

Defendant 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 Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#05216128

FILED Atty pd. \$5.00  
mT:5461  
AUG 23 2006 ICC Shaff

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.

KARA YARGER

Defendant

**COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

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

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

CAPITAL ONE BANK

Plaintiff

vs.

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KARA YARGER

Defendant

COMPLAINT

AND NOW COMES, Plaintiff, by and through its counsel, WELTMAN, WEINBERG & REIS, CO., LPA., and hereby files this Complaint against Defendant, KARA YARGER , and, in support thereof, Plaintiff avers as follows:

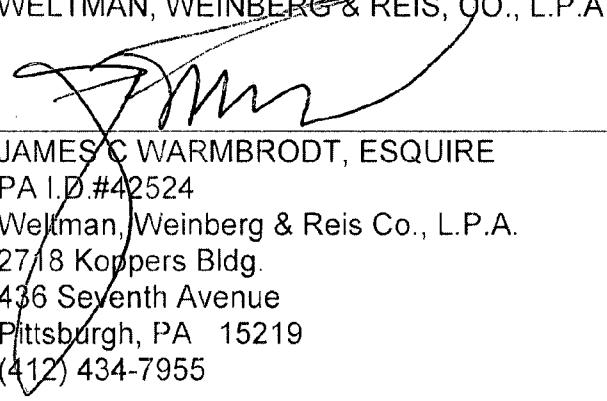
1. The Plaintiff is a corporation with its principal place of business located at P.O. Box 85147, Richmond, VA 23285.
2. Plaintiff is the owner of this account, which is the subject matter of this action.
3. Defendant is an adult individual residing at 163 COPENHAVER MADERA,PA 16661 .
4. Defendant requested the account and made use of said account and has currently a balance due and owing to Plaintiff, as of AUGUST 18, 2006, in the amount of \$2,203.26. A true and correct copy of Plaintiff's Statement of Account is attached hereto, marked as Exhibit "1" and made a part hereof.

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

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, KARA YARGER, individually, in the amount of \$2,203.26 with finance charges thereon at the rate of 19.80% per annum from AUGUST 18, 2006, plus costs.

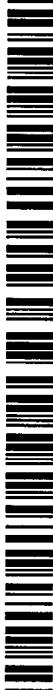
**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.**

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

  
JAMES C WARMBRODT, ESQUIRE  
PA I.D.#42524  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
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WWR#: 05216128





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**1. How To Avoid A Finance Charge.**

**a. Grace Period.** You will have a minimum grace period of 21 days without a 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 processed to your Account or (3) from the first calendar day of the current billing period. (If the transaction is processed to your account before 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.)

**c. Finance Charge.** If you have a finance charge on your account, you are 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 added to the purchase segment of your account.

**d. Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charged 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 advances, new special transfers, new purchases) 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 that 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 other postings as of the day that are allocated to that segment. This leaves the segment 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 purchases segment will not affect the daily balance. 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.**

**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, subtract any payments or credits, add any new 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 in 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 P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Secured 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 covered by your periodic statement ending three months earlier.**

**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 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 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 was mailed to you to avoid paying the fee or to have such fee credited to you if your account is an active account. 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. 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. After you close your account, it will remain closed until you pay all amounts you owe us including all 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 the account is closed or not. If you request to close the account and 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, you 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.**

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

**BILLING RIGHTS SUMMARY**

**(In Case Of Errors Or Questions About Your Bill)**

**If you 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 in question, the date of the error, a description of the error, 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.**

**† Special Rule For Credit Card Purchases**

**If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$500, 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**

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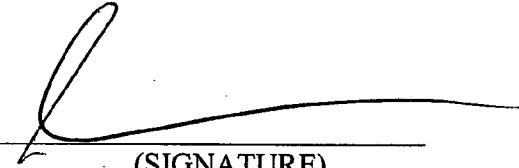
**Important Notice:** Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia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

VERIFICATION

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

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

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

  
(SIGNATURE)

WWR# 05216128

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101862  
NO: 06-1360-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK  
vs.  
DEFENDANT: KARA YARGER

**SHERIFF RETURN**

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NOW, August 28, 2006 AT 10:07 AM SERVED THE WITHIN COMPLAINT ON KARA YARGER now KARA YARGER BUTLER DEFENDANT AT 163 COPENHAVER, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KEVIN BUTLER, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

**FILED**  
0/3:14pm  
SEP 05 2006

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2585935	10.00
SHERIFF HAWKINS	WELTMAN	2585935	55.38

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 No. 06-1360-CD

vs.

PRAECIPE TO SETTLE, DISCONTINUE  
AND END WITHOUT PREJUDICE TO REFILE

KARA YARGER

Defendant FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#05216128

FILED (R)

NOV 27 2006

PA 41-0014

William A. Shaw  
Prothonotary/Clerk of Courts

I went to Att'l

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 06-1360-CD

KARA YARGER

Defendant

PRAECIPE TO SETTLE, DISCONTINUE  
AND END WITHOUT PREJUDICE TO REFILE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

Settle, Discontinue and End the above-captioned matter upon the records of the Court without prejudice to refile and mark the costs paid.

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

By: \_\_\_\_\_  
Attorney for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#05216128

SWORN TO AND SUBSCRIBED

before me this 20 day

of July 2006 2006

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Wendy L. Gault, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires July 15, 2010

Member, Pennsylvania Association of Notaries