



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

CAPITAL ONE BANK

Plaintiff

vs.

DEBRA L MCDONALD

Defendant

No: 06-2011-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  
05484233 C N Pit VOC

**FILED** *ICC Shff*  
*m/11:28/30*  
**DEC 04 2006** *Atty pd.*  
*85.00*  
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

DEBRA L MCDONALD

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 100 EAST SHORE DR GLEN ALLEN , VA 23059 .

2. Defendant is adult individual(s) residing at the address listed below:

DEBRA L MCDONALD  
2654 HORSESHOE RD  
LA JOSE, PA 15753

3. Defendant applied for and received a credit card bearing the account number 5178052192424949 .

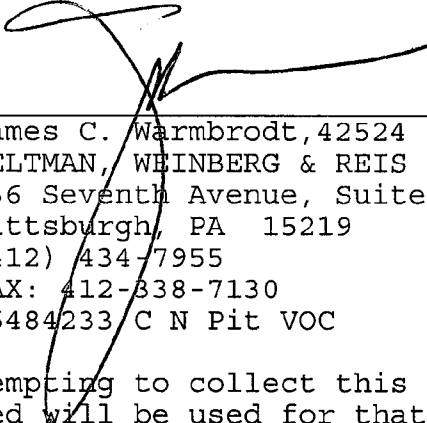
4. Defendant made use of said credit card and has a current balance due of \$4494.21 , as of November 04, 2006 .

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 November 04, 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 , DEBRA L MCDONALD , INDIVIDUALLY , in the amount of \$4494.21 with continuing interest thereon at the rate of 25.900% per annum from November 04, 2006 plus costs.



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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  
05484233 C N Pit VOC

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.

**LIMITED TIME ONLY**

As a Thank You for being a valued Capital One® Cardholder, you are invited to select your choices from the fine items on reverse.

**Capital One®**

SEP 15 - OCT 14, 2004  
Page 1 of 1

# EXHIBIT

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

UPS▲

Exp. Date \_\_\_\_\_

Check-off the box indicated to select a full year subscription to each plus six extra months for a total of eighteen months. Only the annual price indicated will be billed to your Capital One® card. Each year you'll receive a renewal notice and unless you call to cancel selections will continue for the rate shown on the notice for the next year.

Enjoy 6 extra months of all your selections at NO COST to you. Details below.

✓ Code#	Selection / Annual Price	6 extra months	6 month value	✓ Code#	Selection / Annual Price	6 extra months	6 month value
Q19	Better Homes and Gardens /\$19	NO COST	\$9.50	AP4	PC Magazine /\$35	NO COST	\$17.50
Q03	Cooking Light /\$18	NO COST	\$9.00	ALM	People En Español /\$20	NO COST	\$10.00
ETL	Essence /\$22	NO COST	\$11.00	AP9	Popular Science /\$19	NO COST	\$9.50
ESM	Field & Stream /\$19	NO COST	\$9.50	C3N	Prevention /\$22	NO COST	\$11.00
QL6	Food & Wine /\$32	NO COST	\$16.00	AR2	Self /\$18	NO COST	\$9.00
OK0	Fortune /\$32	NO COST	\$16.00	CL2	Sports Illustrated /\$49	NO COST	\$24.50
NGK	Golf Magazine /\$19	NO COST	\$9.50	C3K	This Old House /\$20	NO COST	\$10.00
AN2	Health /\$16	NO COST	\$8.00	CLR	Time /\$49	NO COST	\$24.50
AAJ	InStyle /\$23	NO COST	\$11.50	E28	Travel + Leisure /\$43	NO COST	\$21.50
AOE	Jet /\$24	NO COST	\$12.00	A99	Turtle /\$27	NO COST	\$13.50
ER7	Men's Health /\$25	NO COST	\$12.50	CLP	Vacations /\$14	NO COST	\$7.00
OMN	Money /\$20	NO COST	\$10.00	APH	Weight Watchers Magazine /\$16	NO COST	\$8.00
EXT	Outdoor Life /\$19	NO COST	\$9.50	A93	Woman's Day /\$15	NO COST	\$7.50

[illegible][illegible]

periodicate. To obtain the average daily balance of the billing period covered by this statement, we take the beginning balance of each segment each day, add any new payments, credits, or charges to each segment, and calculate the ending balance of each segment. (If the code N appears on the front of this statement next to "Balance due Applied on," we also subtract any payments and credits that apply to the balance due applied on the next billing period.) Then, we add up all the daily balances of each segment for the billing period and divide the total by the number of days in the billing period to give us the average daily balance of each segment.

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

**The code P (Prime), 1- (no LIBOR) or LIBOR (Certificate).** When the code P, 1- or LIBOR appears on the front of this statement next to the periodic rate, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary upwards and may increase or decrease based on the LIBOR rate. The Federal Reserve Board's *Wall Street Journal* publishes the margin previously disclosed to you. These changes will be effective the first day of your billing period. The error correction will be effective during the month of January, April, July and October.

**The code G (Prime), 1- (no LIBOR) or LIBOR (Certificate).** When the code G, 1- or LIBOR appears on the front of this statement next to the periodic rate, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary upwards and may increase or decrease based on the stated rate of your loan. The *Wall Street Journal* publishes the margin previously disclosed to you. These changes will be effective the first day of your billing period.

**Assessment / Late, Overlimit and Returned Check Fees.** Our account will be assessed more than two of the fees listed below if you are in default of your account. The terms of your account agreement reserve the right to allow us to assess any fees without notification or your consent. Our account will assess the same or similar fees at a later time.

**Renewing our account.** If a membership fee is assessed to you, you must renew your account by 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you. You cancel your account. During this period you may not use the account. To avoid paying the membership fee, To cancel our account, you must notify us by calling our Customer Relations Department and we will evaluate and void the membership fee. (If you close your account) you must request closure of your account by calling our Customer Relations Department. You must destroy your credit card (and associated access codes, cancel all preauthorized billing, and cancel all recurring payments) and you must notify all of our account owners including any associations you have authorized in advance charges past the date we receive your request. You are responsible for these amounts whether or not you are the account holder. The time you request closure of the account is the time you request closure of our account. This may result in charges appearing on your account until you have closed the account.

your account if it has already been closed. For example, if you authorized purchases from a merchant and we receive a transaction from the merchant after your account has been closed, your account will be reopened and 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 in the extent permitted by law, until the account balance has been paid in full as described above.

7. Using our Account, you and/or account cannot be used in connection with any internet gambling transactions.

## BILLING RIGHTS SUMMARY

(In Case of Errors) (Questions About our Bill)

If you think you're wrong or if you need more information on a transaction bill, write us at [legis@legis.mn.gov](mailto:legis@legis.mn.gov) or call us at 651-296-6100. If you're inquiring about the joint bill session, we must hear from you within 60 days after we sent you the first bill which the error problem concerned. You can also write us at [legis@legis.mn.gov](mailto:legis@legis.mn.gov) to preserve our rights in your letter, gives the following information: our name and account number, the dollar amount of the error, the date of the error, the bill number and an explanation of possibly why the public review is an error, or if you need more information, description of the item you're unsure about. You do not have to pay any fee to get the error corrected. If you're not sure if you are still obligated to pay the part of your bill that is not in question, We will investigate your question we cannot report you delinquent take any action collect the

## †SpecialRuleForCreditCardPurchases

If you have a problem with the quality of property 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 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 services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

## † Does not apply to non-credit card accounts

Capital One supports information privacy protection see our website at [www.capitalone.com](http://www.capitalone.com).  
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One

49737S

O1LGLBAK

Important Notice: Payments you mail to us will be credited to your account by the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed envelope and (2) your payments received on your payment center by 3 p.m. (12 noon P.T.). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location in any other form may not be credited at the date we receive them. Our business days are Monday through Friday, excluding holidays. Payments made to our business days are made on the business day we receive them. When you mail us a check, please include a money order or a money order transfer to the account for the amount of the check. This authorization to complete all checks received within the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your account business the check a payment for the item.

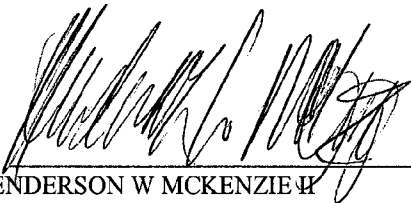
VERIFICATION

CAPITAL ONE BANK

vs

MCDONALD, DEBRA L

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is, HENDERSON W MCKENZIE II, Authorized Agent, of CAPITAL ONE BANK, Plaintiff Herein, that he/she is duly authorized to make this Declaration, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.

  
HENDERSON W MCKENZIE II

MAISHA DAVIS  
HENRY COUNTY, GEORGIA  
MY COMMISSION EXPIRES  
OCTOBER 24TH, 2010

5178052192424949

A049

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



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102208  
NO: 06-2011-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK  
vs.  
DEFENDANT: DEBRA L. MCDONALD

SHERIFF RETURN

NOW, December 08, 2006 AT 10:15 AM SERVED THE WITHIN COMPLAINT ON DEBRA L. MCDONALD DEFENDANT AT 2654 HORSESHOE RD, LAJOSE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DEBRA L. MCDONALD, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: MORGILLO /

FILED

01/31/07  
MAR 08 2007

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2645859	10.00
SHERIFF HAWKINS	WELTMAN	2645859	90.00

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

\_\_\_\_\_

So Answers,

*Chester A. Hawkins*  
*by Marilyn Harris*

Chester A. Hawkins  
Sheriff

ES  
PIT OFC

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

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. 2006-2011-CD

DEBRA L MCDONALD

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 June 21, 2007

(xx)    Assumpsit Judgment in the amount  
         of \$4,781.31 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.

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

Prothonotary

By: William L. Hagan  
PROTHONOTARY (OR DEPUTY)

DEBRA L MCDONALD  
2654 HORSESHOE RD  
LA JOSE, PA 15753

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
1-888-434-0085

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

CAPITAL ONE BANK,

Plaintiff

vs.

DEBRA L MCDONALD

Defendant

No. 2006-2011-CD

PRAECIPE FOR DEFAULT JUDGMENT

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#05484233  
Judgment Amount \$ 4,781.31

FILED  
m/12:25um  
JUN 21 2007  
William A. Shaw  
Prothonotary/Clerk of Courts  
Att'y  
paid \$20.00  
rec'd notice  
to debt  
KC + statement  
to Att'y

**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. 2006-2011-CD

DEBRA L MCDONALD

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, DEBRA L MCDONALD above named, in the default of an Answer, in the amount of \$4,781.31 computed as follows:

Amount claimed in Complaint	\$4,494.21
Interest from November 4, 2006 to March 27, 2007 at the legal interest rate of 25.9% per annum	\$287.10
TOTAL	\$4,781.31

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#05484233

Plaintiff's address is:

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

And that the last known address of the Defendant is: 2654 HORSESHOE RD, LA JOSE, PA 15753

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

CAPITAL ONE BANK

Plaintiff

Case # 2006-2011-CD

DEBRA L MCDONALD

Defendant(s)

IMPORTANT NOTICE

TO: DEBRA L MCDONALD  
2654 HORSESHOE RD  
LA JOSE, PA 15753

Date of Notice: 3/28/07  
WWR#: 05484233

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

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

COURT ADMINSTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET ST., SUITE 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: 2006-2011-CD

Plaintiff

NON-MILITARY AFFIDAVIT

vs.

DEBRA L MCDONALD

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, DEBRA L MCDONALD is not in the military service.

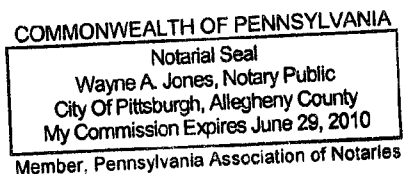
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, DEBRA L MCDONALD is not in the military service.

Further Affiant sayeth naught.

  
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 30 day  
of March 2007.

  
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

MAR-27-2007 08:56:21



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
MCDONALD	DEBRA	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, 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 "defenseink.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: CDCQHCIWAUH*



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Capital One Bank  
Plaintiff(s)

No.: 2006-02011-CD

Real Debt: \$4781.31

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Debra L. McDonald  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 21, 2007

Expires: June 21, 2012

Certified from the record this June 21, 2007



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

COPY