

07-226-CD  
Capital One vs John Zatsick

Capital One vs John Zatsick  
2007-226-CD

FILED

FEB 12 2007

13:45 am

William A. Shaw  
Prothonotary/Clerk of Courts

1 Client to  
Sitter

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No: 2007-226-CB

vs.

COMPLAINT IN CIVIL ACTION

JOHN ZATSICK

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  
05683821 C N Pit DKB

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

CAPITAL ONE BANK

Plaintiff  
vs. Civil Action No

JOHN ZATSICK

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 140 EAST SHORE DR GLEN ALLEN , VA 23059 .

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

JOHN ZATSICK  
412 W WASHINGTON AVE  
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 5178052397318417 .

4. Defendant made use of said credit card and has a current balance due of \$2176.44 , as of January 26, 2007 .

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 January 26, 2007 . 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 , JOHN ZATSICK , INDIVIDUALLY , in the amount of \$2176.44 with continuing interest thereon at the rate of 25.900% per annum from January 26, 2007 plus costs.

  
James C. Warmbrodt, 42524  
WEILTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
05683821 C N Pit DKB

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 temporarily suspended from future charges and cash advances due to its past due status.**

**A good credit rating can help you get credit cards, a cell phone or even a job.**

**We can help restore your charging privileges:**

- Use our **free Check by Phone** service by calling **1-800-955-6600**.
- Call our friendly associates for **payment options** at the number above.
- If you have online access, log on to your account and pay now at [www.capitalone.com](http://www.capitalone.com).
- If you prefer, simply use the remittance coupon below.

ACCOUNT STATUS FOR:  
JOHN ZATSICK

**PAST DUE!**

TEMPORARILY  
SUSPENDED

**CapitalOne** | what's in your wallet?

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.  
© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

042-0605

**CapitalOne**

PLATINUM MASTERCARD ACCOUNT  
5178-0523-9731-8417

JUL 04 - AUG 03, 2005  
Page 1 of 1

**Account Summary**

Previous Balance	\$1,424.41
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$31.67
 New Balance	 \$1,491.08
Minimum Amount Due	\$491.08
Payment Due Date	September 03, 2005
 Total Credit Line	 \$1,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

**At your service**

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

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

**Payments, Credits and Adjustments**

**Transactions**

1	03 AUG	PAST DUE FEE	\$35.00
---	--------	--------------	---------

You were assessed a past due fee of \$35.00 on 08/03/2005 because your minimum payment was not received by the due date of 08/03/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

**EXHIBIT**

**Finance Charges**

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$594.04	.07096%	25.90%	\$13.07
CASH	\$845.62	.07096%	25.90%	\$18.60

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne**

0000000 0 5178052397318417 03 1491080075000491084

New Balance	\$1,491.08
Minimum Amount Due	\$491.08
Payment Due Date	September 03, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0523-9731-8417

*Please print mailing address and/or e-mail changes below using blue or black ink.*

Street	Appt. #	
City	State	ZIP
Home Phone	Alternate Phone	@
Email Address		

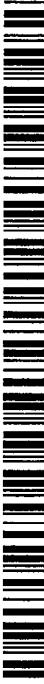
#9021676506341398# MAIL ID NUMBER  
JOHN ZATSICK  
412 W WASHINGTON AVE  
DU BOIS PA 15801-1692

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

011400

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

03R05 C100  
11400M  
2



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

† a. **Grace Period.** You will have a minimum grace period of 21 days without finance charge on new purchases, new sales, cash advances, purchases, special transfers 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 a 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. Additionally, if you do not pay the total "New Balance" in time for the billing period to fall, 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. **Minimum Finance Charge.** For each purchase that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be added to the balance segment of your account.

† d. **Temporary Reduction in Finance Charge.** We reserve the right not to 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 (new cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the total of the daily periodic rates for each segment to get your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and a periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new purchases will post to your purchase or special purchase segments and not to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Depending on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the codes 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 and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

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

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.  
b. The code P (Prime), C (3-mo. LIBOR), C (Certificate of Deposit), or B (Borrower's Margin Rate) 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 in the month following the month of the change.  
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.

d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than 10% of the fees listed on the front of this statement. 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.

e. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date of the membership fee to cancel it to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) and of the current period.

f. **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 the arrangements as having been terminated. Your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for any fees and charges whether they are assessed to 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, you will be responsible for 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**

**If Case Of Errors Or Questions About Your Bill**  
If you think your bill is wrong, or if you need more information about your account, you may write or call 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 prevent your rights. In your letter, give us the following information: your name and account number, the dollar amount of the error, the date you found the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

**† 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 of the purchase if you send us your bill for protection or if 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](http://www.capitalone.com). Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One

01LGLBAK

**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the 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. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

VERIFICATION

CAPITAL ONE BANK

vs

ZATSICK, JOHN

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, TRACY TAYLOR, 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.



\_\_\_\_\_  
TRACY TAYLOR



\_\_\_\_\_  
MYRA PRINDLE

Notary Public  
Gwinnett County Georgia  
My Commission Expires July 31st 2009

5178052397318417  
A049  
WELTMAN, WEINBERG & REIS CO., L.P.A.

FILED

FEB 12 2007

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102448  
NO: 07-226-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK  
vs.  
DEFENDANT: JOHN ZATSICK

SHERIFF RETURN

NOW, February 26, 2007 AT 8:13 PM SERVED THE WITHIN COMPLAINT ON JOHN ZATSICK DEFENDANT AT 412 W. WASHINGTON AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOHN ZATSICK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED  
03/13/07  
MAY 09 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2685321	10.00
SHERIFF HAWKINS	WELTMAN	2685321	54.86

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins*  
*by Marilyn Hawk*  
Chester A. Hawkins  
Sheriff

**FILED**

**MAY 09 2007**

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

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

CAPITAL ONE BANK

Plaintiff No. 2007-226-CD

vs. PRAECIPE TO SETTLE, DISCONTINUE  
JOHN ZATSICK & END WITH PREJUDICE

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, Esquire  
Pa. I.D. No. 42524  
Weltman, Weinberg & Reis, Co, LLC  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219

WWR#05683821

**FILED** 1CC-1  
7/1/04 6:47 AM Certificate of  
JUL 02 2007 Disc to  
Att'y  
old  
William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**JUL 02 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

**Capital One Bank**

Vs.  
**John Zatsick**

**No. 2007-00226-CD**

**CERTIFICATE OF DISCONTINUATION**

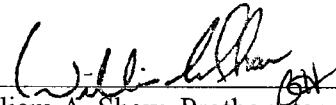
Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on July 2, 2007, marked:

Settled, Discontinued and Ended with Prejudice

Record costs in the sum of \$85.00 have been paid in full by James C. Warmbrodt, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 2nd day of July A.D. 2007.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102448  
NO: 07-226-CD  
SERVICE # 1 OF 1  
COMPLAINT

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DEFENDANT: JOHN ZATSICK

SHERIFF RETURN

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SERVED BY: COUDRIET /

**FILED**  
MAY 09 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2685321	10.00
SHERIFF HAWKINS	WELTMAN	2685321	54.86

Sworn to Before Me This

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

So Answers,

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

**FILED**  
**MAY 09 2007**

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

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

CAPITAL ONE BANK

Plaintiff No. 2007-226-CD

vs. PRAECEIPE TO SETTLE, DISCONTINUE  
& END WITH PREJUDICE

JOHN ZATSICK

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, Esquire  
Pa. I.D. No. 42524  
Weltman, Weinberg & Reis, Co, LLC  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219

WWR#05683821

**FILED** *1cc 81*  
*3/1/2007* *Certificate of*  
*JUL 02 2007* *Disc. to*  
*Att'y*  
*W.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. 2007-226-CD

JOHN ZATSICK

Defendant

## **PRAECIPE TO SETTLE DISCONTINUE AND END WITH PREJUDICE**

**TO THE PROTHONOTARY OF COUNTY:**

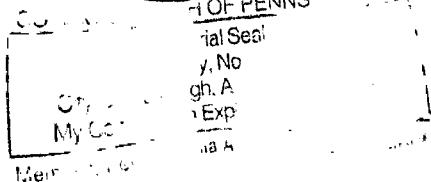
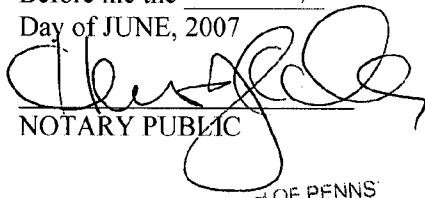
**Please kindly Settle Discontinue and End the above captioned matter with Prejudice upon the records of the Court and mark the cost paid.**

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

By: James C. Warmbrodt  
James C. Warmbrodt, Esquire  
Pa. I.D. No. 42524  
Weltman, Weinberg & Reis, Co., LLC  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
WWR#05683821

Sworn to and subscribed  
Before me the 2  
Day of JUNE, 2007. 2

NOTARY PUBLIC



**FILED**

**JUL 02 2007**

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

copy

**Capital One Bank**

Vs.  
**John Zatsick**

**No. 2007-00226-CD**

**CERTIFICATE OF DISCONTINUATION**

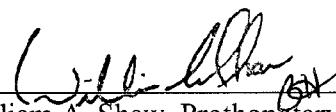
Commonwealth of PA  
County of Clearfield

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Settled, Discontinued and Ended with Prejudice

Record costs in the sum of \$85.00 have been paid in full by James C. Warmbrodt, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 2nd day of July A.D. 2007.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary