

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

CAPITAL ONE BANK

Plaintiff

vs.

BETH M MAINES

Defendant

No: 2007-319-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
05615889 C N Pit KMJ

Aug 27, 2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

FILED pd \$85.00 Att
M/2:10pm ICCSH-ft
MAR 02 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No

BETH M MAINES

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:

BETH M MAINES
967 ASHLAND RD
OSCEOLA MILLS, PA 16666

3. Defendant applied for and received a credit card bearing the account number 5178052475923708 .

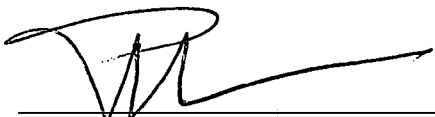
4. Defendant made use of said credit card and has a current balance due of \$1359.22 , as of February 09, 2007 .

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 27.740% per annum on the unpaid balance from February 09, 2007 . 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 , BETH M MAINES , individually , in the amount of \$1359.22 with continuing interest thereon at the rate of 27.740% per annum from February 09, 2007 plus costs.



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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.

The Deal You've Been Waiting For ...

003

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after rebate and 2-year service agreement

- > FREE* Wireless Camera Phone
- > BONUS Free Bluetooth® Headset (\$60 Value)
- > FREE Shipping & Handling

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raising the bar...all™

WIREFLY
The Wireless Superstore

ACT NOW
Limited Time Offer
for Capital One®
Cardholders

Capital One®

PLATINUM MASTERCARD ACCOUNT

SEP 08 - OCT 07, 2005

5178-0524-7592-3708

Page 1 of 1

Account Summary

Previous Balance	\$882.62
Payments, Credits and Adjustments	\$ 0.00
Transactions	\$88.00
Finance Charges	\$20.39
New Balance	\$991.01
Minimum Amount Due	\$991.01
Payment Due Date	November 07, 2005
Total Credit Line	\$500
Total Available Credit	\$ 0.00
Credit Line for Cash	\$500
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 payment to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

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

Important Account Information

Twelve unsung heroes of college athletics are competing for the honor of Capital One National Mascot of the Year - and you can help decide who wins! Each week, the mascots go head-to-head in competition, but only one will win the coveted title and \$10,000 for their school. Go to capitalone.com where you can vote daily for your favorite mascot - and don't forget to tune in to the Capital One Bowl on ABC on Monday, January 2, 2006, to see who wins!

Payments, Credits and Adjustments

Transactions

1	07 OCT	CAPITAL ONE MEMBER FEE	\$59.00
2	07 OCT	PAST DUE FEE	29.00

We appreciate your business and you deserve great benefits. We'd like you to know that your Platinum card benefits have been updated. For details, visit www.capitalone.com/creditcards and click on the Guide to Benefits link. Thanks for choosing Capital One.

You were assessed a past due fee of \$29.00 on 10/07/2005 because your minimum payment was not received by the due date of 10/07/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance applied	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$894.38	.076009%	27.74%	\$20.39
CASH	\$ 0.00	.076009%	27.74%	\$ 0.00

ANNUAL PERCENTAGE RATE applied this period

27.74%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

0000000 0 5178052475923708 07 0991010025000991011

New Balance \$991.01
Minimum Amount Due \$991.01
Payment Due Date November 07, 2005
Total enclosed \$
Account Number: 5178-0524-7592-3708

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

Street Apt#
City State ZIP
Home Phone Alternate Phone
E-mail Address @

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



#9028181326437636# MAIL ID NUMBER
BETH M MAINES
967 ASHLAND RD
OSCEOLA MILLS PA 16666-8809

EXHIBIT

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

FREE RAZR V3

after rebate and 2-year service agreement

Motorola RAZR V3 phone includes:

- > Digital Zoom Camera
- > Bluetooth Capability
- > Built-in Speakerphone
- > Ultra-Thin Compact Design

Cingular Wireless Plans include:

- > Unlimited Mobile to Mobile
 - > FREE Nationwide Long Distance
 - > No Roaming Charges
 - > Rollover Unused Anytime Minutes
- (A feature specific only to Cingular Wireless!)

Order Today! Call 1-800-973-0691

Or Visit www.wirefly.com/capitalone

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* Phone free after mail-in rebate. This offer is fulfilled by InPhonic Inc., an authorized dealer for Cingular Wireless. Offer subject to credit approval or deposit, and is available to customers activating a new line of service on a two year contract with Cingular Wireless. Not all US markets are served by Cingular Wireless. If you are not in a Cingular Wireless area you will receive another great offer from another major wireless company. Other restrictions apply. See full offer for details. Offer Expires November 30, 2005. Offer may vary. Cingular, the graphic icon, Rollover and FamilyTalk are registered trademarks of Cingular Wireless, LLC. Raising The Bar and the graphic icon are service marks of Cingular Wireless, LLC. Cingular Wireless and the Cingular Wireless logo are trademarks or registered trademarks of Cingular Wireless LLC.
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© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

- How To Avoid A Finance Charge.
 - 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".
 - Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 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 the code P (Prime), L (6-mo. LIBOR), or S (Bankcard Prime) appears on the front of this statement, finance charges continue to accrue (this statement next to the periodic rate(s)). The periodic rate(s) shown on the front of this statement means that you may still owe finance charges, even if they vary quarterly and may increase or decrease based on the rate of the current billing period. You can pay the entire New Balance indicated on the front of the 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.
 - Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be added to the purchase segment of your account.
 - Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.
- Average Daily Balance (Including New Purchases).
 - Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special 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 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 (including cash advance and any periodic finance charge calculated on the previous day's balance for that segment). We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (excluding transactions which post to your purchase or special purchase segments are not added to the daily balances). We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your finance charge, we 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 they appear on your account at the time you request to close the account or they are incurred subsequently to the date you request to close the account. This may result in a small difference between the amount you requested to close the account and the amount you are actually charged.
 - 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 requested rate to be closed or the reopening of the account.
- 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 assess the same or similar fees without prior notification if you have a problem with the quality of property or services that you purchased with a credit card and you have used in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.
- Renewing Your Account. If a membership fee segment, then at the end of the billing period, you have 30 days from the date this statement was mailed to you to renew your account. If you do not renew your account, we will cancel your account and you must destroy your credit card(s) and any other items you have authorized. Finance charges, past due, late fees, overlimit fees, returned payment fees, cash advance fees, and any other fees assessed to your account will be added to your account. You are responsible for these amounts whether you request to close the account or they are incurred subsequently to the date you request to close the account. This may result in a small difference between the amount you requested to close the account and the amount you are actually charged.

BILLING RIGHTS SUMMARY
(In 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 your account. We must receive your letter within 60 days after we sent you the bill. 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. 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 remain 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 used in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.
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. © 2005 Capital One

01GLBAK

Important Notice: Payments you mail to us will be credited to your account as of the business day we receive them, provided (1) you send the bottom portion of this statement and your check in the enclosed return envelope and (2) your payment is received on 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 be credited as of the day we receive them. Our business days are Monday through Saturday excluding holidays. Please do not use stamps, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer bill from your account to the account 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.

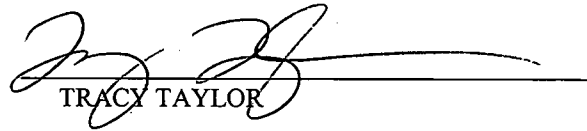
VERIFICATION

CAPITAL ONE BANK

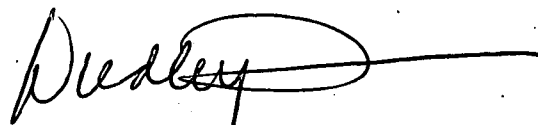
vs

MAINES, BETH M

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



Dudley Turner
Notary Public, Dekalb County, Georgia
My Commission Expires January 19, 2009

5178052475923708

A049

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **102510**

CAPITAL ONE BANK

Case # 07-319-CD

VS.

BETH M. MAINES

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

FILED
012:45/41
JUN 25 2007 (S)

William A. Shaw
Prothonotary/Clerk of Courts

NOW June 25, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO BETH M. MAINES, DEFENDANT. 967 ASHLAND RD., OSCEOLA MILLS, "EMPTY".

SERVED BY: /


Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2691394	10.00
SHERIFF HAWKINS	WELTMAN	2691394	52.80

Sworn to Before me This

_____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK

Plaintiff

vs.

BETH M MAINES

Defendant

No: 2007-319-CD

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Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
05615889 C N Pit KMJ

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

MAR 02 2007

Attest.

William L. 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

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

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

BETH M MAINES
967 ASHLAND RD
OSCEOLA MILLS, PA 16666

3. Defendant applied for and received a credit card bearing the account number 5178052475923708 .

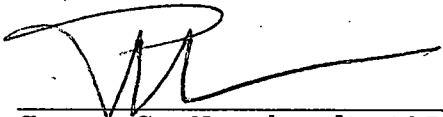
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x cingular
raising the bar. all™

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1-800-903-3637

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One
Capital One Bank P.O. Box 30285
P.O. Box 790216 St. Louis, MO 63179-0216
St. Louis, MO 63179-0216 SLC, UT 84130-0285

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ANNUAL PERCENTAGE RATE applied this period

27.74%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

0000000 0 5178052475923708 07 0991010025000991011

New Balance \$991.01
Minimum Amount Due \$991.01
Payment Due Date November 07, 2005
Total enclosed \$
Account Number: 5178-0524-7592-3708

Please print mailing address and/or mail change below using blue or black ink.

Street Apt#
City State ZIP
Home phone Alternate phone
Email address @

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



#9028181326437636# MAIL ID NUMBER
BETH M MAINES
967 ASHLAND RD
OSCEOLA MILLS PA 16666-8809

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

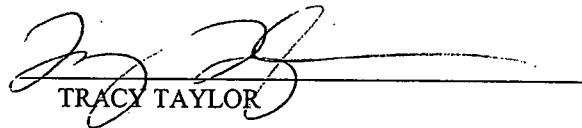
VERIFICATION

CAPITAL ONE BANK

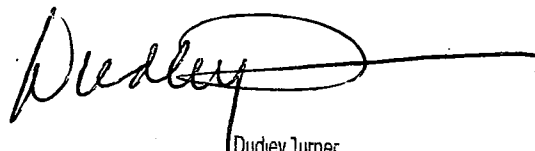
vs

MAINES, BETH M

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



Dudley Turner
Notary Public, DeKalb County, Georgia
My Commission Expires January 19, 2009

5178052475923708

A049

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

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

CAPITAL ONE BANK

Plaintiff

vs.

BETH M MAINES

Defendants

No. 2007-319-CD

PRAECIPE TO REINSTATE COMPLAINT

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#05615889

FILED *Atty. pd. 7.00*
m/j: 59/61
AUG 27 2007 *ICCA Compl.*
William A. Shaw *Reinstated to*
Prothonotary/Clerk of Courts *Sheriff*
(6x)

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2007-319-CD

BETH M MAINES

Defendants

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

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

By: 

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 #05615889

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

CAPITAL ONE BANK

Plaintiff

vs.

BETH M MAINES

Defendant

No. 2007-319-CD

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

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#05615889

FILED ICC d 1 cert
10/2:35 am of disc
OCT 29 2007 issued to
Att. Warmbrodt
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. 2007-319-CD

BETH M MAINES

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: 

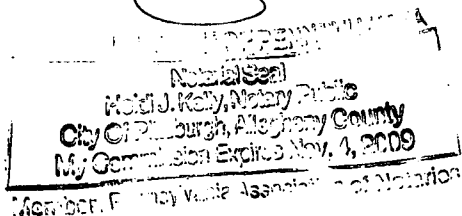
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#05615889

SWORN TO AND SUBSCRIBED

before me this 17th day

of October, 2007


NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Capital One Bank

Vs.

No. 2007-00319-CD

Beth M. Maines

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 October 29, 2007, marked:

Settled, discontinued and ended without prejudice

Record costs in the sum of \$92.00 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 29th day of October A.D. 2007.



William A. Shaw, Prothonotary