

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

CAPITAL ONE F.S.B.

Plaintiff

vs.

EDNA WEHLER

Defendant

No: 2007-333-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
05615556 C N Pit CXC

FILED ^{pd \$85.00} ^{Att'y}
m/4:00 pm NOCC
MAR 05 2007 ICC Shff
William A. Shaw
Prothonotary/Clerk of Courts

July 9, 2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

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

CAPITAL ONE F.S.B.

Plaintiff

vs.

Civil Action No

EDNA WEHLER

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 F.S.B. 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:

EDNA WEHLER
21 E LONG AV
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 5178052100832498 .

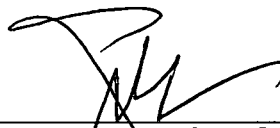
4. Defendant made use of said credit card and has a current balance due of \$1515.32 , as of February 14, 2007 .

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 20.050% per annum on the unpaid balance from February 14, 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 , EDNA WEHLER , INDIVIDUALLY , in the amount of \$1515.32 with continuing interest thereon at the rate of 20.050% per annum from February 14, 2007 plus costs.



James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
05615556 C N Pit CXC

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.

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A better way to Internet.



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a month for first 3 months;
\$9.95/mo thereafter

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- Spam Controls
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- More Email Addresses
- Internet Call Waiting

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CapitalOne

PLATINUM MASTERCARD ACCOUNT
5178-0521-0083-2498

JUL 28 - AUG 27, 2005
Page 1 of 1

Account Summary

Previous Balance	\$1,113.57
Payments, Credits and Adjustments	\$.00
Transactions	\$39.00
Finance Charges	\$19.12
New Balance	\$1,171.69
Minimum Amount Due	\$1,171.69
Payment Due Date	September 27, 2005
Total Credit Line	\$500
Total Available Credit	\$.00
Credit Line for Cash	\$500
Available Credit for Cash	\$.00

At your service

To call Customer Relations to report a lost or stolen card:
1-800-955-7070

Send payment to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

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

Payments, Credits and Adjustments

Transactions

1	27 AUG	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
2	27 AUG	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 08/27/2005 because your minimum payment was not received by the due date of 08/27/2005. 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 applied	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$636.66	.05493%	20.05%	\$10.84
CASH	\$162.28	.05493%	20.05%	\$2.76
SPECIAL TRANSFERS	\$323.97	.05493%	20.05%	\$5.52

ANNUAL PERCENTAGE RATE applied this period 20.05%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

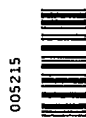
00000000 7 5178052100832498 27 1171690050001171697

New Balance \$1,171.69
Minimum Amount Due \$1,171.69
Payment Due Date September 27, 2005
Total enclosed \$
Account Number: 5178-0521-0083-2498

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

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

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217



#9024040237139430# MAIL ID NUMBER
EDNA WEHLER
129 FERN LANE
KERSEY PA 15846-3005

Mention Offer Code: COPPER
Visit: www.peoplepc.com/go/copper

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Q1LGLBAK

Important Notice: Payments via mail will be credited to your accounts of the business day we receive, provided (1) you send the bottom portion of this statement and your check in the enclosed envelope and (2) your payments received on processing center by 3 p.m. ET (11:00 a.m. PT). Please allow at least five (5) business days for postage delivery. Payment received by any other method, in any other manner may be credited to your account. If your business day is not a business day, your payment will be credited to your account on the next business day. Payment received by electronic transfer (check) is credited to your account as to make on the electronic transfer (bill from your bank account for the amount) the check. This authorization permits all the check received during the billing cycle sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account in the check, a paper check for return.

VERIFICATION

CAPITAL ONE BANK, F.S.B.

vs

WEHLER, EDNA

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, DUDLEY TURNER, Authorized Agent, of CAPITAL ONE BANK, F.S.B., 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.


DUDLEY TURNER



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

5178052100832498

A049

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

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

CAPITAL ONE F.S.B

Plaintiff

vs.

EDNA WEHLER

Defendant

No. : 2007-333-CD

PRAECIPE TO REINSTATE COMPLAINT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#05615556

FILED *Atty pd.*
11:52 AM
JUL 09 2007 *1ccol*

William A. Shaw *Compl.*
Prothonotary/Clerk of Courts *Reinstated*
to Sheriff

GR

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

CAPITAL ONE F.S.B

Plaintiff

vs.

Civil Action No. : 2007-333-CD

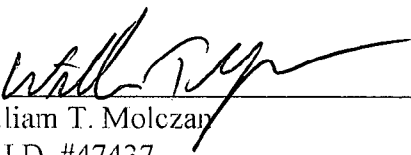
EDNA WEHLER

Defendant

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

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

By: 

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

WWR #05615556

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # 102523

CAPITAL ONE F.S.B.

Case # 07-333-CD

vs.

EDNA WEHLER

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW July 20, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO EDNA WEHLER, DEFENDANT. MOVED 6 MONTHS AGO, NO FORWARDING.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2761916	10.00
SHERIFF HAWKINS	WELTMAN	2761916	32.43

Sworn to Before me This

So Answers,

____ Day of _____ 2007

Chester A. Hawkins
by *Marlynn Harris*
Chester A. Hawkins
Sheriff

1st
service

FILED
0/3:200m
JUL 20 2007 *LM*

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE F.S.B.

Plaintiff

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436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
05615556 C N Pit CXC

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

MAR 05 2007

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

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

CAPITAL ONE F.S.B.

Plaintiff

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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.

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

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

EDNA WEHLER
21 E LONG AV
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 5178052100832498 .


4. Defendant made use of said credit card and has a current balance due of \$1515.32 , as of February 14, 2007 .

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436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
05615556 C N Pit CXC

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.

003

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UNLIMITED INTERNET ACCESS
PeoplePC Online offers all the features you would expect from higher-priced Internet service providers, including:

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- Pop-Up Blocker™
- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

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a month for first 3 months; \$9.95/mo thereafter

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Visit: www.peoplepc.com/go/copper

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Or, Surf up to 5x faster¹ with PeoplePC Online Accelerated™ for a few dollars more.

CapitalOne

PLATINUM MASTERCARD ACCOUNT
5178-0521-0083-2498

JUL 28 - AUG 27, 2005
Page 1 of 1

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Minimum Amount Due	\$1,171.69
Payment Due Date	September 27, 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 report a lost or stolen card:
1-800-955-7070

Send payment to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

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

Payments, Credits and Adjustments

Transactions

1	27 AUG	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
2	27 AUG	PAST DUE FEE	\$5.00

You were assessed a past due fee of \$35.00 on 08/27/2005 because your minimum payment was not received by the due date of 08/27/2005. 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 applied	Periodic rate	Corresponding APR	FINANCE CHARGE
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ANNUAL PERCENTAGE RATE applied this period 20.05%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 7 5178052100832498 27 1171690050001171697

New Balance \$1,171.69
Minimum Amount Due \$1,171.69
Payment Due Date September 27, 2005
Total enclosed \$
Account Number: 5178-0521-0083-2498

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

Street Apt#
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217



#9024040237139430# MAIL ID NUMBER
EDNA WEHLER
129 FERN LANE
KERSEY PA 15846-3005

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

peoplepc[®] online
A better way to Internet.

UNLIMITED INTERNET ACCESS

SIGN UP TODAY!
1-888-587-9669
Mention Offer Code: COPPER
Visit: www.peoplepc.com/go/copper

PeoplePC is solely responsible for this offer, and is not affiliated with Capital One[®]. Capital One does not provide, endorse or guarantee, and is not affiliated with, any product or service shown here. Any trademarks mentioned herein are solely owned by the respective entity. All rights reserved. By responding to this offer, you may be communicating information about yourself to the company that provides this product - for example, that you are a Capital One customer.

*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. PeoplePC Online Accelerated[™]: First 3 months are billed at \$7.47 per month; \$14.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows[®] browsers. PeoplePC Online Accelerated is not compatible with Windows[®] 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

- a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue on 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 pay the entire New Balance previously disclosed to you. These changes will be effective on the first day of your billing period.
- c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum 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 charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special 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 the results of these daily calculations to arrive at your periodic finance charge for each segment. We then add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance, 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 periodic finance charge, multiply your average daily balance by the periodic rate and by the number of days in the billing cycle. Due to rounding on a daily basis, there may be slight variance between this calculation and the amount you see on your statement at the time you request to close the account or they are incurred subsequent to the closing date.**
- b. If the code Z or N appears on the front of this statement, we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add 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.**
- c. Annual Percentage Rates (APR).** The term "Annual Percentage Rate" may appear as APR on the front of this statement. The code P (Prime), L (1-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s). The periodic rate(s) is shown on the front of your statement and corresponding ANNUAL PERCENTAGE RATES shown on the front of this statement. We must use 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.
- d. 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 any of these 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 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 \$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.

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 as soon as possible at the address for your account. We must use 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.

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 \$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

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OILGLBAK

Important Notice: Payments you mail 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 envelope and (2) your payment is received on our processing center by 3 p.m. ET (12 noon PT). Please allow at least five business days for postal delivery. Payments received by us at any other location or in any other form may not be credited to 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(s) 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, F.S.B. -

vs

WEHLER, EDNA

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, DUDLEY TURNER, Authorized Agent, of CAPITAL ONE BANK, F.S.B., 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.


DUDLEY TURNER



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

5178052100832498

A049

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

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

CAPITAL ONE F.S.B.

Plaintiff

vs.

EDNA WEHLER

Defendant

No. 2007-333-CD

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWWR#05615556

FILED NoCC
m/11:40 am & 1 Cert of
OCT 01 2007 disc. issued
(LM) to Atty Molczan
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE F.S.B.

Plaintiff

vs.

Civil Action No. 2007-333-CD

EDNA WEHLER

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: 

William T. Molczart, Esquire

PA I.D. #47437

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

SWORN TO AND SUBSCRIBED

before me this 12th day

of September 2007


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Wayne A. Jones, Notary Public

City Of Pittsburgh, Allegheny County

My Commission Expires June 28, 2010

Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Capital One F.S.B.

Vs.

No. 2007-00333-CD

Edna Wehler

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 1, 2007, marked:

Settled, discontinued and ended without prejudice

Record costs in the sum of \$92.00 have been paid in full by William T. Molczan Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 1st day of October A.D. 2007.



lm

William A. Shaw, Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **102982**

CAPITAL ONE F.S.B.

Case # 07-333-CD

vs.

EDNA WEHLER

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW December 12, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO EDNA WEHLER, DEFENDANT. 50 REDWOOD R., PENFIELD "TRAILER EMPTY".

SIGN ON TRAILER "FOR SALE" 814-867-4616

SERVED BY: /


Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8472873	10.00
SHERIFF HAWKINS	WELTMAN	8472873	20.52

Sworn to Before me This

_____ Day of _____ 2006

So Answers,


Chester A. Haykins
Sheriff

FILED
013:0061
DEC 14 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE F.S.B.

Plaintiff

No: 07-333-CD

vs.

COMPLAINT IN CIVIL ACTION

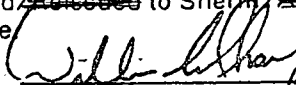
EDNA WEHLER

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
05615556 C N Pit CXC

7/9/07 Document
Reinstated/Returned to Sheriff/Attorney
for service

Deputy Prothonotary

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

CAPITAL ONE F.S.B.

Plaintiff

vs.

Civil Action No

EDNA WEHLER

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 F.S.B. 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:

EDNA WEHLER
21 E LONG AV
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 5178052100832498 .

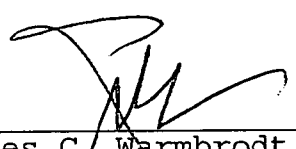
4. Defendant made use of said credit card and has a current balance due of \$1515.32 , as of February 14, 2007 .

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 20.050% per annum on the unpaid balance from February 14, 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 , EDNA WEHLER , INDIVIDUALLY , in the amount of \$1515.32 with continuing interest thereon at the rate of 20.050% per annum from February 14, 2007 plus costs.



James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
05615556 C N Pit CXC

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.

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- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

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CapitalOne

PLATINUM MASTERCARD ACCOUNT
5178-0521-0083-2498

JUL 28 - AUG 27, 2005

Page 1 of 1

Account Summary

Previous Balance	\$1,113.57
Payments, Credits and Adjustments	\$3.00
Transactions	\$39.00
Finance Charges	\$19.12
New Balance	\$1,171.69
Minimum Amount Due	\$1,171.69
Payment Due Date	September 27, 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:
1-800-955-7070

Send payment to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

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

Payments, Credits and Adjustments

Transactions

1	27 AUG	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
2	27 AUG	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 08/27/2005 because your minimum payment was not received by the due date of 08/27/2005. 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 applied	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$636.66	.05493%	20.05%	\$10.84
CASH	\$162.28	.05493%	20.05%	\$2.76
SPECIAL TRANSFERS	\$323.97	.05493%	20.05%	\$5.52

ANNUAL PERCENTAGE RATE applied this period

20.05%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 7 5178052100832498 27 1171690050001171697

New Balance **\$1,171.69**
Minimum Amount Due **\$1,171.69**
Payment Due Date **September 27, 2005**

Total enclosed \$
Account Number: **5178-0521-0083-2498**

Please print mailing address and/or e-mailing address in blue or black ink.

Street Apt#
City State ZIP
Home Phone Alternative Phone
E-mail address @

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

005215

#9024040237139430# MAIL ID NUMBER
EDNA WEHLER
129 FERN LANE
KERSEY PA 15846-3005

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

UNLIMITED INTERNET ACCESS

➔ Mention Offer Code: COPPER
Visit: www.peoplepc.com/go/copper

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OILGLBAK


VERIFICATION

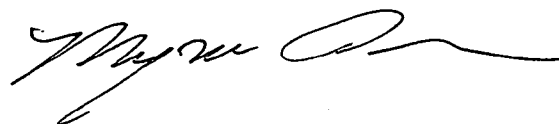
CAPITAL ONE BANK, F.S.B.

vs

WEHLER, EDNA

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, DUDLEY TURNER, Authorized Agent, of CAPITAL ONE BANK, F.S.B., 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.


DUDLEY TURNER



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

5178052100832498

A049

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