

07-353-CD  
Captial One vs Tanya Digilarmo

Capital One vs Tanya Digilarmo  
2007-353-CD

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

CAPITAL ONE BANK

Plaintiff

No: 2007-353-CD

vs.

COMPLAINT IN CIVIL ACTION

TANYA R DIGILARMO II

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  
05614603 C N Pit CXC

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WM

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

TANYA R DIGILARMO II

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:

TANYA R DIGILARMO II  
416 W DUBOIS AVE  
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 5178052504012481 .

4. Defendant made use of said credit card and has a current balance due of \$1253.67 , as of February 19, 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 26.990% per annum on the unpaid balance from February 19, 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 , TANYA R DIGILARMO II , INDIVIDUALLY , in the amount of \$1253.67 with continuing interest thereon at the rate of 26.990% per annum from February 19, 2007 plus costs.

James C. Warmbrodt, 42524  
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Pittsburgh, PA 15219  
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**CapitalOne**

PLATINUM MASTERCARD ACCOUNT

5178-0525-0401-2481

JUL 12 - AUG 11, 2005

Page 1 of 1

Account Summary

Previous Balance	\$840.02
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$19.47
 New Balance	 \$888.49
Minimum Amount Due	\$888.49
Payment Due Date	September 10, 2005
Total Credit Line	\$500
Total Available Credit	\$0.00
Credit Line for Cash	\$500
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

I	11 AUG	PAST DUE FEE	\$29.00
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You were assessed a past due fee of \$29.00 on 08/11/2005 because your minimum payment was not received by the due date of 08/11/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

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

**EXHIBIT**

Finance Charges

Please see reverse side for important information

	Balances applied	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$360.69	.07395% <sup>28</sup>	26.99%	\$8.27
CASH	\$488.71	.07395% <sup>28</sup>	26.99%	\$11.20

ANNUAL PERCENTAGE RATE applied this period

26.99%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne**

0000000 5178052504012481 11 0888490040000888492

New Balance \$888.49  
Minimum Amount Due \$888.49  
Payment Due Date September 10, 2005  
Total enclosed \$   
Account Number: 5178-0525-0401-2481

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

Street	Apt#	
City	State	ZIP
Home Phone	Alt Home Phone	
Email Address		

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



#9022425839294828# MAIL ID NUMBER  
TANYA R DIGILARMO II  
416 W DUBOIS AVE  
DU BOIS PA 15801-2713

006056

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

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**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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**How To Avoid A Finance Charge.**  
f. **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 full and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge (1) from the date of the transaction or (2) from the date the transaction is processed to your Account or (3) from the first calendar day of the current billing period. Additionally, if you do not pay your "New Balance" in full 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".

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum of \$0.50 will be imposed. If the total finance charge on your account is less than \$0.50, we will not add to the previous month's unpaid finance charges for that month. If the total finance charge on your account is greater than \$0.50, the difference will be added to the previous month's unpaid finance charges for that month.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given period to be effective on the first day of your billing period/month you question.

2. **Accruing Finance Balance (Including New Purchases).**

a. Finance charge is calculated by multiplying the daily

periodic rate, to obtain the average daily balance for the your account if it has already been closed. For example, billing period covered by this statement, we take the daily balance of each segment each day, add any new receive the transaction from the merchant after your transactions to each segment, and subtract any payments account will be reopened, or credits. (If the code N appears on the front of this statement, the amount of the charge will be added to your account, and the code N appears on the front of this statement, the amount of the charge will be subtracted from your account, and subtract any unpaid finance charge included in the late membership fee for your account. The fee will continue for each segment.) This gives us the daily balance of each to be charged, to the extent permitted by law, until the segment. Then, we add up all the daily balances for each account balance has been paid in full as defined above, segment for the billing period and divide by the total. Using Your Account. Your card or account cannot be number of days in the billing period. This gives us the used in connection with any internet gambling transactions.

b. **Annual Percentage Rates (APR).** The term "Annual Percentage Rate" may appear as

"APR" on the front of this statement.

c. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit or S Bank Card Prime) appears on the front of this statement, you think your bill is wrong, or if you need more information about your bill, write to us on a

bill-to address, full, front of this statement, as soon as possible, or

within 60 days of the date of this statement, or if you need more information about your bill, write to us on a

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VERIFICATION

CAPITAL ONE BANK

vs

DIGILARMO II, TANYA R

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, MAISHA DAVIS, 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.

  
Maisha Davis

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

5178052504012481  
A049  
WELTMAN, WEINBERG & REIS CO., L.P.A.

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

CAPITAL ONE BANK

Plaintiff No. : 2007-353-CD

vs.

PRAECIPE TO SETTLE, DISCONTINUE  
AND END WITHOUT PREJUDICE TO REFILE

TANYA R DIGILARMO II

Defendant FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#05614603

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WM  
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. : 2007-353-CD

TANYA R DIGILARMO II

Defendant

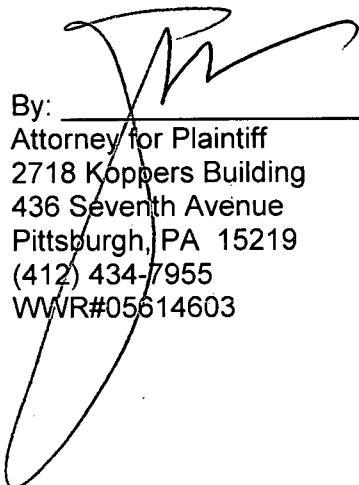
PRAECIPE TO SETTLE, DISCONTINUE  
AND END WITHOUT PREJUDICE TO REFILE

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.

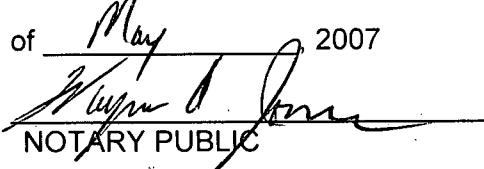
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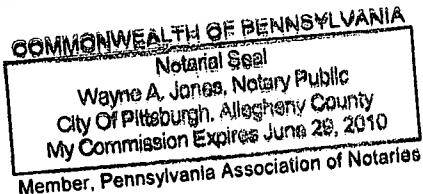
By:   
Attorney for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#05614603

SWORN TO AND SUBSCRIBED

before me this 10 day

of May, 2007

  
NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

**Capital One Bank**

vs. **No. 2007-00353-CD**  
**Tanya R. Digiarmo II**

**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 May 24, 2007, marked:

Settled, discontinued, and ended without prejudice to refile.

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 24th day of May A.D. 2007.

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

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 1 Services

**Sheriff Docket # 102536**

**CAPITAL ONE BANK**

**Case # 07-353-CD**

vs.

**TANYA R. DIGILARMO II**

**TYPE OF SERVICE COMPLAINT**

**SHERIFF RETURNS**

NOW July 06, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO TANYA R. DIGILARMO II, DEFENDANT. DEFENDANT UNKNOWN @ 416 W. DUBOIS AVE., DUBOIS.

SERVED BY: /

**FILED**  
07/03/2007  
JUL 06 2007  
S

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT	
SURCHARGE	WELTMAN	2841928	10.00	Prothonotary/Clerk of Courts
SHERIFF HAWKINS	WELTMAN	2841928	32.43	

Sworn to Before me This

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

So Answers,

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

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

CAPITAL ONE BANK

Plaintiff

No: 2007-353-CD

vs.

COMPLAINT IN CIVIL ACTION

TANYA R DIGILARMO II

Defendant

FILED ON BEHALF OF  
Plaintiff

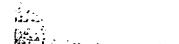
COUNSEL OF RECORD OF  
THIS PARTY:

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  
05614603 C N Pit CXC

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

MAR 08 2007

Attest.



William B. Davis  
Prothonotary/  
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff  
vs. Civil Action No

TANYA R DIGILARMO II

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:

TANYA R DIGILARMO II  
416 W DUBOIS AVE  
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 5178052504012481 .

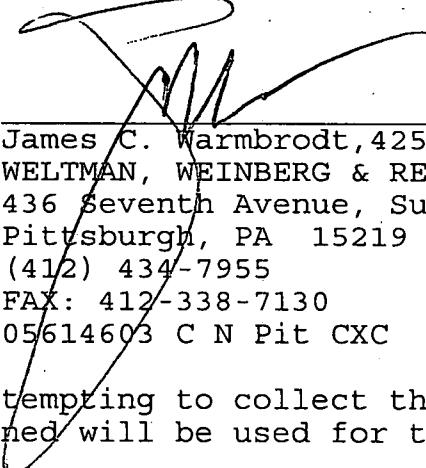
4. Defendant made use of said credit card and has a current balance due of \$1253.67 , as of February 19, 2007 .

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 26.990% per annum on the unpaid balance from February 19, 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 , TANYA R DIGILARMO II , INDIVIDUALLY , in the amount of \$1253.67 with continuing interest thereon at the rate of 26.990% per annum from February 19, 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  
05614603 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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**SPECIAL PRICE FOR CAPITAL ONE CARDHOLDERS**

**003**  
**UNLIMITED INTERNET ACCESS**

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

-  Virus Protection powered by Symantec™
-  Pop-Up Blocker™
-  Spam Controls
-  Smarter Smart Dialer Technology
-  More Email Addresses
-  Internet Call Waiting

Or, Surf up to 5x faster<sup>1</sup> with PeoplePC Online Accelerated™ for a few dollars more.

**CapitalOne®**

PLATINUM MASTERCARD ACCOUNT  
5178-0525-0401-2481

JUL 12 - AUG 11, 2005

Page 1 of 1

**Account Summary**

Previous Balance	\$840.02
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$19.47
 New Balance	 \$888.49
Minimum Amount Due	\$888.49
Payment Due Date	September 10, 2005
 Total Credit Line	 \$500
Total Available Credit	\$0.00
Credit Line for Cash	\$500
Available Credit for Cash	\$0.00

**Payments, Credits and Adjustments**

**Transactions**

1	11 AUG	PAST DUE FEE	\$29.00
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You were assessed a past due fee of \$29.00 on 08/11/2005 because your minimum payment was not received by the due date of 08/11/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

**At your service**

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

Send payment to:  
Alt: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis MO 63179-0216

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

**EXHIBIT**

Finance Charges		Please see reverse side for important information			
		Balance applied	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES		\$360.69	.07395% <sup>b</sup>	26.99%	\$8.27
CASH		\$488.71	.07395% <sup>b</sup>	26.99%	\$11.20

ANNUAL PERCENTAGE RATE applied this period 26.99%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne®**

0000000 0 5178052504012481 11 0888490040000888492

New Balance	\$888.49
Minimum Amount Due	\$888.49
Payment Due Date	September 10, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0525-0401-2481

Please print mailing address and/or e-mail this along with your payment.

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

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



#9022425839294828# MAIL ID NUMBER  
TANYA R DIGILARMO II  
416 W DUBOIS AVE  
DU BOIS PA 15801-2713

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

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\*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.85 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 \$1.25 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 charged 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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#### I. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 10 days from the date of your new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in time for it to be credited by your next statement closing date. There is no grace period on cash advances or special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New

balance." Periodic rate. To obtain the average daily balance for the your account if it has already been closed. For example, billing period covered by this statement, we take the if you authorized a purchase from a merchant and we beginning balance of each segment each day, add any new receive the transaction from the merchant after your transaction to each segment, and then divide the total by the number of days in the billing period. If your account has been closed, your account will be reopened, or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To", we also and you will be responsible for payment. If there is a statement next to "Balance Rate Applied To", we also and you will be responsible for payment. If there is a subtract an unpaid finance charge included in the balance membership fee for your account, the fee will comprise of each segment.) This gives us the daily balance of each to be charged, to the extent permitted by law, until the segment. Then we add up all the daily balances for each account balance has been paid in full as defined above. number of days in the billing period. This gives us the average daily balance of each segment.

average daily balance of each segment.

Annual Percentage Rates (APR)

The term "Annual Percentage Rate" may appear as **BILLING RIGHTS SUMMARY** [In Case Of Errors Or Questions About Your Bill] **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL** **IF YOU PAY THE NEW BALANCE** from the previous first calendar month of the billing period. Additionally, you may add the code A (mo.), (ABOR), C (Certified), or D (Credit Card Payment) appears on the front of your bill, or if you need more information, you may call our Customer Relations number, but doing so will not affect your bill. If you pay the entire New Balance indicated on the front of on the stated indices, as found in The Wall Street Journal, or previous history of your account, we will not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed an finance charge. By

from the date of the transaction or 2) from the date of the a The term "Annual Percentage Rate" may appear as **BILLING RIGHTS SUMMARY** [In Case Of Errors Or Questions About Your Bill]

first calendar month of the billing period. Additionally, you may add the code A (mo.), (ABOR), C (Certified), or D (Credit Card Payment) appears on the front of your bill, or if you need more

information, you may call our Customer Relations number, but doing so will not affect your bill. If you pay the entire New Balance indicated on the front of on the stated indices, as found in The Wall Street Journal, or previous history of your account, we will 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 billing period that your account is subject to a finance charge, a minimum of \$0.50 will be imposed. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR) appears on the front of your bill, or if you need more information, a description of total finance charge resulting from the application of your statement to the previous history of your account, we will subtract that amount from the \$0.50 minimum and the difference will bear monthly and may increase or decrease based on the still obligated to pay the parts of your bill that are not billed to the purchase segment of your account.

d. Temporary Reduction in Finance Charge. We reserve the right to assess any or all finance charges for any given will be effective on the first day of your billing period from you question.

d. Temporary Reduction in Finance Charge. We reserve the right to assess any or all finance charges for any given will be effective on the first day of your billing period from you question.

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 used here that occur during any billing period. Under the advance, purchase, special transfer, and special purchases of your customer agreement, we have the right to you have a problem with the quality of property or by the applicable daily periodic rate(s) that has been waive or to not assess any fees without prior notification that you purchased with a credit card and you previously disclosed to you. After each day's calculation, we will subtract that amount due on the property or services. You have the right 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 are an agent for the merchant, we are not liable for the property or services, all purchases are covered regardless of amount or location of purchase.)

b. Assessment of Late, Overlimit and Returned Payment Fees. Special Rule For Credit Card Purchases

4. Assessment of Late, Overlimit and Returned Payment Fees. Special Rule For Credit Card Purchases

5. Renewing Your Account. If a membership fee is listed here that occur during any billing period. Under the

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VERIFICATION

CAPITAL ONE BANK

vs

DIGILARMO II, TANYA R

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, MAISHA DAVIS, 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.



MAISHA DAVIS



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

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