

07-934-CD
Capital One vs R. Aughenbaugh

2007-934-CD
Capital One vs Richard Aughenbaugh

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

CAPITAL ONE BANK

Plaintiff

No: 07-934-CD

vs.

COMPLAINT IN CIVIL ACTION

RICHARD N AUGHENBAUGH

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
05950930 C A Pit DKB

FILED *Atty pd. \$5.00*
JUN 12 2007 *JK* *ICC Sheriff*
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
RICHARD N AUGHENBAUGH
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 6851 JERICHO TURNPIKE #190 SYOSSET , NY 11791 .

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

RICHARD N AUGHENBAUGH
457 MCCLINCY RD
OLANTA, PA 16863

3. Defendant applied for and received a credit card bearing the account number 4305722058219174 .

4. Defendant made use of said credit card and has a current balance due of \$5112.94 , as of May 21, 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 May 21, 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 the Plaintiff.

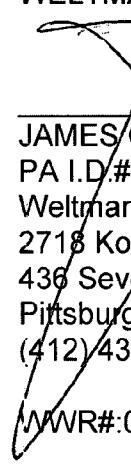
WHEREFORE, Plaintiff prays for Judgment in its favor and against defendant, RICHARD N AUGHENBAUGH, individually, in the amount of \$5112.94 with continuing interest thereon at the rate of 25.9% per annum from May 21, 2007, plus costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

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



JAMES C. WARMBRODT, ESQUIRE
PA I.D.#42524
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412)434-7955


JWR#:05950930

5950930
3UN3**Your account is about to receive the worst credit rating – an R9.****Your account is close to being charged off.**

- The result is an R9 rating – the worst credit rating of all on your credit bureau report.
- It may prevent you from getting credit cards, an apartment, a cell phone, a car loan – or even a job – for as long as 10 years!
- An R9 will limit our ability to offer you financial solutions.
- You will still be responsible for repaying the debt.

Good news – it's not too late.

- Call 1-800-955-6600 for payment options.
- Pay with our free Check by Phone service.
- If you have online access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the remittance coupon below.

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045-0303

CapitalOne[®]

PLATINUM VISA ACCOUNT

AUG 26 - SEP 25, 2003

Previous Balance	\$2,679.29
Payments, Credits and Adjustments	\$0.00
Transactions	\$70.00
Finance Charges	\$60.22
New Balance	\$2,809.51
Minimum Amount Due	\$2,809.51
Payment Due Date	October 25, 2003
Total Credit Line	\$2,310
Total Available Credit	\$0.00
Credit Line for Cash	\$462
Available Credit for Cash	\$0.00

4305-7220-5821-9174

Page 1 of 1

Payments, Credits and Adjustments**Transactions**

1	26 AUG	OVERLIMIT FEE	\$29.00
2	25 SEP	CAPITAL ONE MONTHLY MEMBER FEE	6.00
3	25 SEP	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 09/25/2003 because your minimum payment was not received by the due date of 09/25/2003. 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 payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

EXHIBIT**Important Account Information**

Did You Know? Capital One offers more than just credit card products. With more than 45 million accounts, Capital One provides valuable financial solutions – including auto loans, personal loans, CDs, money market accounts and more – to one out of every three homes in the U.S.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,737.50	.07096%	25.90%	\$60.22
CASH	\$0.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

50136S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne[®]

0000000 0 4305722058219174 25 2809510130002809517

New Balance	\$2,809.51
Minimum Amount Due	\$2,809.51
Payment Due Date	October 25, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	4305-7220-5821-9174

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

Street	Apartment	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		

Capital One Bank
P.O. Box 85147
Richmond, VA 23276

#9026917974126803# MAIL ID NUMBER
RICHARD N AUGHENBAUGH
PO BOX 139
OLANTA PA 16863-0139

050136

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 the total "New Balance", in full, before the 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. Unpaid 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 did not pay the "New Balance" from the previous billing period, then you will be assessed a finance charge 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. Annual Finance Charge. For each billing period, if 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 paid to the purchase segment of your account.

d. Limitation on Assessment 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 finance charge segment of your account (e.g., cash advance, purchases, special transfers, 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 and any periodic finance charge calculated on the previous day(s) for that segment. We then subtract any new 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 transactions which pertain to your purchase or special purchases will not be added to your 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. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. 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 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 the average daily balance for each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-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 rates are corresponding ANNUAL PERCENTAGE RATES. These may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*. These changes will be effective on the first day of your billing period covered by your periodic statement ending the day before the change.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated 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.

4. Assessment of Late, Overlimit and Returned Payment Fees.

a. 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 account agreement, we reserve the right to waive or not to assess any fees without prior notice to you without waiving our right to assess the same or similar fees at a later time.

b. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the membership fee. If you do not 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) prior to the end of the thirty-day period.

c. 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 reissuing a charge card to you after you close 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. We are responsible for these amounts. Whether we open or close your account at this 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, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for the 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.

d. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

e. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds will be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

Information 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 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 Department at 1-800-221-1111. (We will not preserve your rights. 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; or if you need more information, a description of the transaction or bill in question. You may 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.)

f. 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 \$500.00 and the purchase was made in your home state or within 100 miles of your home 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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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same 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.

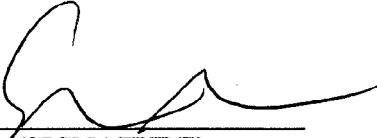
VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is Sara Rubin

(NAME)

Agent of Capital One Bank, plaintiff herein, that
(TITLE) (COMPANY)

he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.


(SIGNATURE)

WWR#05050930

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102892
NO: 07-934-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: RICHARD N. AUGHENBAUGH

SHERIFF RETURN

NOW, June 19, 2007 AT 1:37 PM SERVED THE WITHIN COMPLAINT ON RICHARD N. AUGHENBAUGH DEFENDANT AT 457 MCCLINCY RD, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RICHARD N. AUGHENBAUGH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED

0/11:30 CM
OCT 29 2007

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2804733	10.00
SHERIFF HAWKINS	WELTMAN	2804733	39.34

Sworn to Before Me This

____ Day of _____ 2007

So Answers,

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 07-934-CD

RICHARD N AUGHENBAUGH

Defendant

PRAECIPE FOR JUDGMENT BY CONSENT

TO THE PROTHONOTARY:

Kindly enter Judgment against Defendant, RICHARD N AUGHENBAUGH, in the amount of \$5184.09 plus costs, based upon the consent of the parties.

CONSENTED TO:

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

RICHARD N AUGHENBAUGH ,

By: 
Attorney for Plaintiff

By: 
Defendant

WWR#05950930

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 07-934-CD

RICHARD N AUGHENBAUGH

Defendant

**STIPULATION OF THE PARTIES FOR PAYMENT
AND FOR THE ENTRY OF JUDGMENT BY CONSENT**

TO THE PROTHONOTARY:

Kindly enter Judgment in favor of Plaintiff and against the Defendant, RICHARD N AUGHENBAUGH, above-named, in the amount of \$5184.09 pursuant to the Stipulation of the Parties for Payment and for the Entry of Judgment by Consent, as follows:

1. Defendant admits indebtedness to Plaintiff in the amount of \$5184.09 with continuing interest thereon at a rate of 6% per annum plus costs from JUNE 28, 2007.

2. To secure the repayment of said indebtedness, Defendant agrees that Judgment by Consent will be entered in favor of the Plaintiff and against the Defendant, RICHARD N AUGHENBAUGH, in the amount of \$5184.09 plus continuing interest thereon at the rate of 6% per annum from JUNE 28, 2007 and costs.

3 Plaintiff agrees not to execute on its Judgment so long as Defendant causes to be delivered to Plaintiff the following payments in full by 12:00 NOON on the following dates:

(a) \$140.00 due by AUGUST 5, 2007;

(b) \$140.00 due on the 5TH day of each consecutive month thereafter until the Judgment amount plus accrued interest and costs are paid in full.

COPY

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 07-934-CD

RICHARD N AUGHENBAUGH

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on 11/7/07

Assumpsit Judgment in the amount
of \$5184.09 plus costs.

Trespass Judgment in the amount
of \$_____ plus costs.

If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration will be
suspended by the Department of Transportation, Bureau of Traffic
Safety, Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration
 Award
 By Consent

Prothonotary

RICHARD N AUGHENBAUGH
457 MCCLINCY RD
OLANTA, PA 16863

By: William H. Chapman
PROTHONOTARY (OR DEPUTY)

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

COPY

Capital One Bank
Plaintiff(s)

No.: 2007-00934-CD

Real Debt: \$5,184.09

Atty's Comm: \$

Vs.

Costs: \$

Richard N. Aughenbaugh
Defendant(s)

Int. From: \$

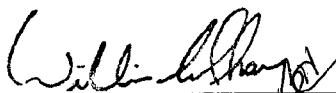
Entry: \$20.00

Instrument: Consent Judgment

Date of Entry: November 7, 2007

Expires: November 7, 2012

Certified from the record this 7th day of November, 2007.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney