

07-1364-CD

Capital One Bank vs Chuck Riley

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

CAPITAL ONE BANK

Plaintiff

No: 07-1364-CJ

vs.

COMPLAINT IN CIVIL ACTION

CHUCK RILEY

Defendant

FILED ON BEHALF OF
Plaintiff

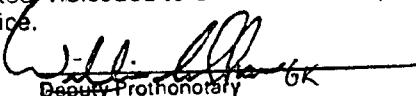
COUNSEL OF RECORD OF
THIS PARTY:

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
05744318 C N Pit DKB

FILED ICC Shff
11/11:30 am pd \$ 85.00
AUG 24 2007
WAS

William A. Shaw
Prothonotary/Clerk of Courts

Jan 4, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


William A. Shaw
Deputy Prothonotary

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No
CHUCK RILEY

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:

CHUCK RILEY
217 MORRISON ST
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 5291152150419949 .

4. Defendant made use of said credit card and has a current balance due of \$1454.54 , as of July 25, 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 July 25, 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 , CHUCK RILEY , INDIVIDUALLY , in the amount of \$1454.54 with continuing interest thereon at the rate of 27.740% per annum from July 25, 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
05744318 C N Pit DKB

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

MORE
Features!

peoplepc™ online

A better way to Internet.



\$4.97
a month for
12 months with
a \$500 value!

Surf up to
5x faster with
FREE Accelerator
for the first 12 months¹ - a \$60 value!



**SIGN UP
TODAY!**

1-888-587-9669

Mention Offer Code: DOLLAR
Visit www.peoplepc.com/go/dollar

UNLIMITED INTERNET ACCESS

PeoplePC Online offers 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

5744318

SPECIAL LIMITED-TIME OFFER FOR CAPITAL ONE® CARDHOLDERS!

CapitalOne®

Account Summary

Previous Balance	\$494.77
Payments, Credits and Adjustments	\$30.00
Transactions	\$6.00
Finance Charges	\$10.20
 New Balance	 \$480.97
Minimum Amount Due	\$15.00
Payment Due Date	January 11, 2005
 Total Credit Line	 \$500
Total Available Credit	\$19.03
Credit Line for Cash	\$500
Available Credit for Cash	\$19.03

At your service

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

Send payments to: **Send inquiries to:**
Attn: Remittance Processing Capital One Services
Capital One Services
P.O. Box 85147 P.O. Box 85015
Richmond, VA 23276 Richmond, VA 23285-5015

Important Account Information

It's Capital One Bowl Week time again! Tune in to ESPN, ESPN2, and ABC starting December 14 for the best in post-season college football action, to see your favorite teams fight for bowl championships, and for college football's ultimate prize: the BCS National Championship. And on New Year's Day, be sure to tune in to ABC to watch the Capital One Bowl and see which mascot is crowned the Capital One National Mascot of the Year!

GOLD MASTERCARD ACCOUNT

5291-1521-5041-9949

NOV 12 - DEC 11, 2004

Page 1 of 1

Payments, Credits and Adjustments

1	24 NOV	PAYMENT RECEIVED - THANK YOU	\$30.00-
---	--------	------------------------------	----------

Transactions

2	11 DEC	CAPITAL ONE MONTHLY MEMBER FEE	\$6.00
---	--------	--------------------------------	--------

Want to reduce your A.P.R.?

If we receive your minimum monthly payment on time for the next six consecutive billing periods, this account will be reviewed for a possible A.P.R. decrease.

****Important Notice**** Since your account was past due your Annual Percentage Rates (A.P.R.s) have been increased as previously disclosed. All other terms and conditions remain in full force and effect.

EXHIBIT

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$481.95	.07052% P	25.74%	\$10.20
CASH	\$0.00	.07052% P	25.74%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.74%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 5291152150419949 11 0480970030000015000

New Balance	\$480.97
Minimum Amount Due	\$15.00
Payment Due Date	January 11, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5291-1521-5041-9949

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

Street _____ Apt. # _____

City _____ State _____ ZIP _____

Home Phone _____ Alternate Phone _____

E-mail Address _____

13179M

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

|||||...|||||

013179



#9034768840651445# MAIL ID NUMBER
CHUCK RILEY
PO BOX 883
DU BOIS PA 15801-0883

|||||...|||||

peoplepc™ online
A better way to Internet.

UNLIMITED INTERNET ACCESS

SIGN UP
TODAY!

1-888-587-9669

Mention Offer Code: DOLLAR

Visit www.peoplepc.com/go/dollar

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. 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.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. 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 Internetservice 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.

© 2005 PeoplePC Inc. All Rights Reserved. PeoplePC Online and its logos are trademarks of PeoplePC in the U.S. and other countries.

© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

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 purchases. The grace period begins on the date of the transaction 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. **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 in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that you do not pay the minimum required 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 billed as 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).

e. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that have been previously disclosed to you. At the end of each day during the billing period, we apply the periodic rate for each segment to your account to the daily balance for that 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, we add up the daily balance for each segment and add any new transaction and any periodic finance charge calculated on the previous day for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives the separate daily balance for each segment of your account. However, if you paid the finance charge on your account in full (or if your new balance was zero or a credit amount), new purchases 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 total finance charge, multiply your average daily balance by the daily periodic rate(s) for 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.

f. 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 posted as of that day. (If there is a note on 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 for each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of the statement next to the periodic rate(s), the periodic rates will correspond to the APR. PERIODIC RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime) and M (Money Market LIBOR Rate) 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.

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 waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

e. **Transferring 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 fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

f. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access card(s) before presenting them for billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen 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 amounts, returned payment fees, cash advance fees and any other fees assessed on your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the transaction will be posted to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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

BILLING RIGHTS SUMMARY

(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 on a separate sheet as soon as possible at the address for billing statements on the back of this statement. If the error or problem is not resolved within 60 days after we sent you the first bill on which the error or problem appeared, you can call our Customer Relations number, but doing so will not 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 of why you believe there is an error or problem, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount 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 a merchant, or if we are an agent for an advertiser 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. © 2003 Capital One

11R06 00100
13175M
2-5-7B....

01LOLBAK

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

VERIFICATION

CAPITAL ONE BANK

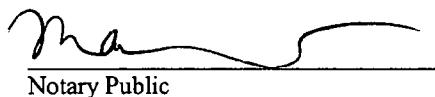
vs

RILEY, CHUCK

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, JESSICA FOSTER, 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.



JESSICA FOSTER



Ma

Notary Public

MARVIN L. DAVIS
HENRY COUNTY, GEORGIA
NOTARY PUBLIC, STATE OF GEORGIA
C0151152150419949

5291152150419949
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. 07-1364-CD

vs. PRAECIPE TO REINSTATE COMPLAINT

CHUCK RILEY

Defendant 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#05744318

FILED Atty pd. 7:00
1/23/2008 JAN 04 2008 Compl. reinstated
to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
(6K)

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 7-1364-CD

CHUCK RILEY

Defendants

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 #05744318

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103124**

CAPITAL ONE BANK

Case # 07-1364-CD

vs.

CHUCK RILEY

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW January 17, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO CHUCK RILEY, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

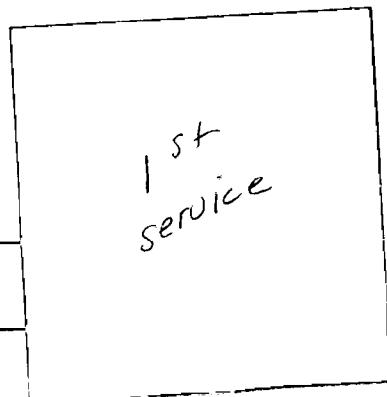
Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2904927	10.00
SHERIFF HAWKINS	WELTMAN	2904927	32.43

FILED
01/18/2008
JAN 18 2008
SHERIFF

Sworn to Before me This

____ Day of _____



So Answers, William A. Shaw
Prothonotary/Clerk of Courts

Chester A. Hawkins
Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK

Plaintiff

No: 07-1364-C0

vs.

COMPLAINT IN CIVIL ACTION

CHUCK RILEY

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
05744318 C N Pit DKB

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

AUG 24 2007

Attest

William J. Schaffer
Prothonotary
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No

CHUCK RILEY

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:

CHUCK RILEY
217 MORRISON ST
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 5291152150419949 .

4. Defendant made use of said credit card and has a current balance due of \$1454.54 , as of July 25, 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 July 25, 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 , CHUCK RILEY , INDIVIDUALLY , in the amount of \$1454.54 with continuing interest thereon at the rate of 27.740% per annum from July 25, 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
05744318 C N Pit DKB

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

MORE
Features!

peoplepc™ online

A better way to Internet.



\$4.97*
a month for
the first 12 months
Subscriptions thereafter

Surf up to
5x faster with
FREE Accelerator
for the first 12 months - a \$60 value!



SIGN UP
TODAY!

1-888-587-9669

Mention Offer Code: DOLLAR
Visit www.peoplepc.com/go/dollar

003 UNLIMITED INTERNET ACCESS

PeoplePC Online offers 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

5744318

SPECIAL LIMITED-TIME OFFER FOR CAPITAL ONE® CARDHOLDERS!

CapitalOne®

GOLD MASTERCARD ACCOUNT

5291-1521-5041-9949

NOV 12 - DEC 11, 2004

Page 1 of 1

Account Summary

Previous Balance	\$494.77
Payments, Credits and Adjustments	\$30.00
Transactions	\$6.00
Finance Charges	\$10.20
 New Balance	 \$480.97
Minimum Amount Due	\$15.00
Payment Due Date	January 11, 2005
Total Credit Line	\$500
Total Available Credit	\$19.03
Credit Line for Cash	\$500
Available Credit for Cash	\$19.03

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

Important Account Information

It's Capital One Bowl Week time again! Tune in to ESPN, ESPN2, and ABC starting December 14 for the best in post-season college football action, to see your favorite teams fight for bowl championships, and for college football's ultimate prize: the BCS National Championship. And on New Year's Day, be sure to tune in to ABC to watch the Capital One Bowl and see which mascot is crowned the Capital One National Mascot of the Year!

13179M

Payments, Credits and Adjustments

1 24 NOV PAYMENT RECEIVED - THANK YOU \$30.00-

Transactions

2 11 DEC CAPITAL ONE MONTHLY MEMBER FEE \$6.00

Want to reduce your A.P.R.?

If we receive your minimum monthly payment on time for the next six consecutive billing periods, this account will be reviewed for a possible A.P.R. decrease.

****Important Notice**** Since your account was past due your Annual Percentage Rates (A.P.R.s) have been increased as previously disclosed. All other terms and conditions remain in full force and effect.



Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$481.95	.07052% P	25.74%	\$10.20
CASH	\$0.00	.07052% P	25.74%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.74%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 5291152150419949 11 0480970030000015000

New Balance	\$480.97
Minimum Amount Due	\$15.00
Payment Due Date	January 11, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5291-1521-5041-9949

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

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

#9034768840651445# MAIL ID NUMBER

CHUCK RILEY
PO BOX 883
DU BOIS PA 15801-0883

013179



Please write your account number on your check or money order made payable to Capital One Bank 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: DOLLAR
Visit www.peoplepc.com/go/dollar

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.

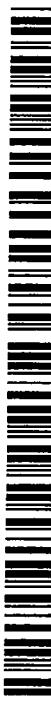
*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. 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 Internetservice 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.

© 2005 PeoplePC Inc. All Rights Reserved. PeoplePC Online and its logos are trademarks of PeoplePC in the U.S. and other countries.

© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.



11005 0 0100
1319M
2-5-75-...

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, by the date it is to be received by your next monthly closing date. There is no grace period on new 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 2) from the date the transaction is presented to you (Accruing) 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 to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire "New Balance" indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

†c. Minimum Finance Charge. For each 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 is less than \$0.50, we will collect that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

†d. Temporary Reduction in Finance Charge. We reserve the right not to assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

8. To calculate the daily periodic rate, add the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to get your periodic finance charge for your account. We add 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 before the end of that segment. We then add any new purchases 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 post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding 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 you are charged.

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 new 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.) Then we add up the daily balance for each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as APR on your monthly 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 and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices as found in *The Wall Street Journal*. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repriced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary 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 each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. If you fail to pay your bill in full by the due date, we will assess no more than two of the fees listed here. The company may not apply the fees listed to the terms of your customer agreement. We reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have to 30 days from the date this statement was mailed to you to avoid paying a membership fee. If you do not cancel your account during this period, we will consider you to have accepted the membership fee. If you cancel your account, during this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If you close your account, you must 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 receipt of a charge your authorization to re-open your account. Additionally, your account will not be closed until you have all amounts you owe paid in full and any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be assessed until the membership fee is paid in full and the account balance has been paid in full as defined above.

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

BILLING RIGHTS SUMMARY

†a. **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 in the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not prevent you from writing. In your letter, give the following information: your name and account number, the date, 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 item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

†b. **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 right if the problem is due to the merchant's negligence, \$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.

†c. **Does not apply to consumer non-credit card accounts**

†d. **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. © 2003 Capital One.

01LOBAK

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

VERIFICATION

CAPITAL ONE BANK

vs

RILEY, CHUCK

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, JESSICA FOSTER, 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.



JESSICA FOSTER



Notary Public

5291152150419949
A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

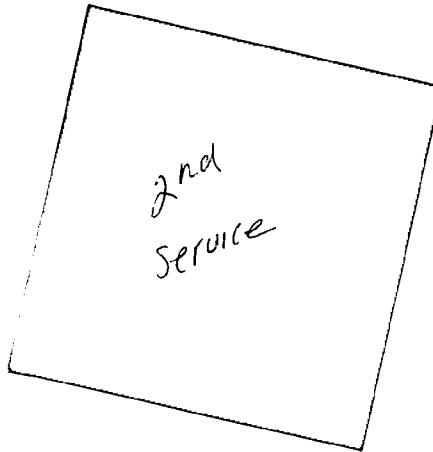
DOCKET # 103615
NO: 07-1364-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: CHUCK RILEY

SHERIFF RETURN

NOW, January 11, 2008 AT 1:42 PM SERVED THE WITHIN COMPLAINT ON CHUCK RILEY DEFENDANT AT 318 PIFER ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KAREN IRWIN, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /



PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8619752	10.00
SHERIFF HAWKINS	WELTMAN	8619752	28.19

FILED

01/18/2008
JAN 18 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

____ Day of _____ 2008

So Answers,

*Chester A. Hawkins
by Marilyn Hauer*

Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK

Plaintiff No. : 07-1364-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

CHUCK RILEY

Defendant

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 Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#5744318
Judgment Amount \$ 1708.79

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

FILED Atty pd. 20.00
MAY 24 2008 ICC Notice
to Def.

William A. Shaw
Prothonotary/Clerk of Courts Statement to Atty
(GR)

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. : 07-1364-CD

CHUCK RILEY

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, CHUCK RILEY above named, in the default of an Answer, in the amount of \$1708.79 computed as follows:

Amount claimed in Complaint	\$1454.54
Interest from 7/25/07 to 3/11/08 at the legal interest rate of 27.74% per annum	\$254.25
TOTAL	\$1708.79

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

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

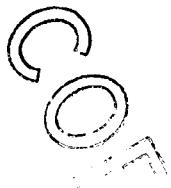
By: 
WILLIAM T. MOLCZAN, ESQUIRE
PA I.D.#47437
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#5744318

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And that the last known address of the Defendant is: POBOX 883 DU BOIS,PA 15801

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



CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. : 07-1364-CD

CHUCK RILEY

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 3/24/08

Assumpsit Judgment in the amount
of \$1708.79 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-Pro
 Confession
 Default
 Verdict
 Arbitration
Award

Prothonotary

By: John A. Ober
PROTHONOTARY (OR DEPUTY)

CHUCK RILEY
POBOX 883
DU BOIS, PA 15801

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
1-888-434-0085

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

CAPITAL ONE BANK

Plaintiff

Case # 07-1364-C0

CHUCK RILEY

Defendant(s)

IMPORTANT NOTICE

TO: CHUCK RILEY
408 S HIGHLAND ST
DU BOIS, PA 15801

Date of Notice: 02/22/08
WWR#: 05744318

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE FOLLOWING OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

BY: Patrick Thomas Woodman
PATRICK THOMAS WOODMAN
PA I.D. #34507
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 KOPPERS BLDG, 436 7TH AVE.
PITTSBURGH, PA 15219

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

COPY

Capital One Bank
Plaintiff(s)

No.: 2007-01364-CD

Real Debt: \$1,708.79

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Chuck Riley
Defendant(s)

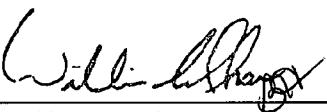
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 24, 2008

Expires: March 24, 2013

Certified from the record this 24th day of March, 2008.



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