

07-1558-CD
Capital One vs Tracy Yarger

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

CAPITAL ONE BANK

Plaintiff

No: 07-1558-CD

vs.

COMPLAINT IN CIVIL ACTION

TRACY J YARGER

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
06030669 C N Pit SGM

FILED 1CC Sheriff
MTO/10/01
SEP 21 2007 Atty pd. 85.00
W.A. Shaw
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
TRACY J YARGER
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:

TRACY J YARGER
95 ALEXANDER LN
HOUTZDALE, PA 16651

3. Defendant applied for and received a credit card bearing the account number 5291492104013400 .

4. Defendant made use of said credit card and has a current balance due of \$8536.06 , as of August 23, 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 28.490% per annum on the unpaid balance from August 23, 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.

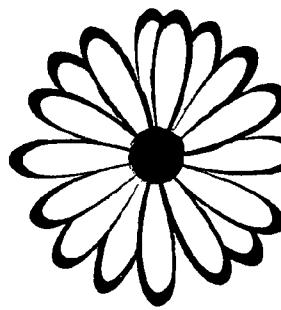
Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , TRACY J YARGER , INDIVIDUALLY , in the amount of \$8536.06 with continuing interest thereon at the rate of 28.490% per annum from August 23, 2007 plus costs.

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
06030669 C N Pit SGM

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.

Show Mom your love!

Special savings for Capital One® Cardholders!



Save 15%*

on your next purchase when
you use Promotion Code **CAP66**
(See reverse for details)

Save this code! Offer good all year long!

Remember: Mother's Day is Sunday, May 14th

1-800-flowers.com

Your florist of choice.

Call 1-800-FLOWERS® (1-800-356-9377) or Click www.1800flowers.com today!

003

CapitalOne®

PLATINUM MASTERCARD ACCOUNT

MAR 04 - APR 03, 2006

5291-4921-0401-3400

Page 1 of 1

Account Summary

Previous Balance	\$5,933.03
Payments, Credits and Adjustments	\$0.00
Transactions	\$41.00
Finance Charges	\$145.25
 New Balance	 \$6,119.28
Minimum Amount Due	\$6,119.28
Payment Due Date	May 03, 2006
 Total Credit Line	 \$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

At your service

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

For free online account service and special customer offers, log on to:
www.capitalone.com

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

EXHIBIT

Payments, Credits and Adjustments

Transactions

1 03 APR CAPITAL ONE MONTHLY MEMBER FEE	\$6.00
2 03 APR PAST DUE FEE	35.00

Reminder: If we receive your minimum monthly payment on time for 12 consecutive billing periods, this account will be reviewed for a possible return to your Non-Introductory A.P.R.

You were assessed a past due fee of \$35.00 on 04/03/2006 because your minimum payment was not received by the due date of 04/03/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,904.91	.07805% P	28.49%	\$118.68
CASH	\$1,098.29	.07805% P	28.49%	\$26.57

ANNUAL PERCENTAGE RATE applied this period

28.49%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 5291492104013400 03 6119280160006119282

New Balance	\$6,119.28
Minimum Amount Due	\$6,119.28
Payment Due Date	May 03, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5291-4921-0401-3400

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 <input type="text"/>		

60084F

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

050084

#9009430950305871# MAIL ID NUMBER

TRACY J YARGER
301 SYLVAN ACRES
TYRONE PA 16686-1103



**Get sweet savings on Mother's Day gifts
for all the moms in your life !**

1-800-FLOWERS.COM® always promises you and all the moms you love:

- Freshest flowers artistically designed
- Personal service 24/7 for delivery same day, any day
- 100% satisfaction and freshness guaranteed
- The finest selection of flowers, plants, gift baskets, plush toys, gourmet foods and more
- Gifts exclusively designed for 1-800-FLOWERS.COM® by leading brands you trust.



Your florist of choice.



03R03 0100
60081F
2

1. How To Avoid A Finance Charge

†**a. Grace Period.** You will receive a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances or 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 month following the transaction date, 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, if the transaction date is later than the date you 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 transaction amount (from the application of your periodic rates) is less than \$0.50, we will add 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. A. New Balance (Including New Purchases).

b. 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 has been previously disclosed to you. At the end of each day during your billing period, we apply the daily periodic rate for each segment to your account to the daily balance of 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 on a daily basis, we add the daily balance for each segment and add any new purchases and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the "New Balance" in full, we will not assess a finance charge if (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 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 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 daily balance of each segment, 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 the daily balances for each segment. Then, we divide the total daily balances 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 A (Annual Percentage Rate), 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*, plus the margin previously disclosed to you. These changes will take effect 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 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.

d. Annual Percentage Rate, Overlimit and Return of 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.

5. Fees on 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 in writing to 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 can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access device, cancel any 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 reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transaction fees, late 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

Save **15%***
on your next purchase when
you use Promotion Code **CAP66**

Save this code! Offer good all year long!

**Call 1-800-FLOWERS® (1-800-356-9377)
or Click www.1800flowers.com today!**

*Exclusive of applicable service and shipping charges and taxes. Items may vary and are subject to availability, delivery rules and times. Items can be ordered online and by phone only. Offer cannot be combined, may not be available on all products and are subject to restrictions, limitations and blackout periods. Offer valid through 12/31/06. Prices and charges are subject to change without notice. Void where prohibited.

© 2006 Capital One Services, Inc. Capital One is a federally registered service mark. Trademarks mentioned herein are solely owned by their respective entity. All rights reserved. 1-800-FLOWERS is solely responsible for this offer and is not affiliated with Capital One. Capital One does not provide, endorse, or guarantee any product or service shown here. 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.

© 2006 1-800-FLOWERS.COM, INC.

† 1-800-FLOWERS.COM® uses Secure Socket Layer (SSL) encryption technology to secure its website.

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we received a return from that merchant after your account has been closed, your account will be rebounded, 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 charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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

8. 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 transfer from your checking account to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may 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

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 inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send 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 error, a description of the error and an explanation. If possible, write the bill number where 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.

† 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 purchase if the merchant does not give the protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 01GLBAK

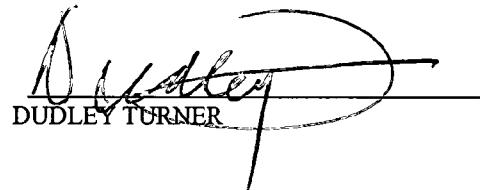
VERIFICATION

CAPITAL ONE BANK

vs

YARGER, TRACY J

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is, DUDLEY TURNER, Authorized Agent, of CAPITAL ONE BANK, Plaintiff Herein, that he/she is duly authorized to make this Declaration, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.



Dudley Turner

Notary Public

5291492104013400
A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103227**

CAPITAL ONE BANK

Case # 07-1558-CD

vs.

TRACY J. YARGER

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW January 25, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO TRACY J. YARGER, DEFENDANT. MOVED TO GLENDALE YEAR ROUND, CAMBRIA CO..

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3002452	10.00
SHERIFF HAWKINS	WELTMAN	3002452	31.46

FILED

01150 CM
JAN 25 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

So Answers,

____ Day of _____ 2008

Ches A. Hawkins
by Marilyn Hause
Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK

Plaintiff

No: 07-1558-CD

vs.

COMPLAINT IN CIVIL ACTION

TRACY J YARGER

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
06030669 C N Pit SGM

[Handwritten note: "I hereby certify that the above
and copy of complaint and original
statement of claim were served
on Plaintiff Tracy J. Yarger
on September 21, 2007.]

SEP 21 2007

Attest,

James C. Warmbrodt
James C. Warmbrodt
Weltman, Weinberg & Reis Co., L.P.A.

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No

TRACY J YARGER

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:

TRACY J YARGER
95 ALEXANDER LN
HOUTZDALE, PA 16651

3. Defendant applied for and received a credit card bearing the account number 5291492104013400 .

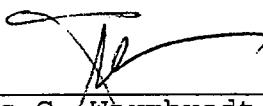
4. Defendant made use of said credit card and has a current balance due of \$8536.06 , as of August 23, 2007 .

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 28.490% per annum on the unpaid balance from August 23, 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.

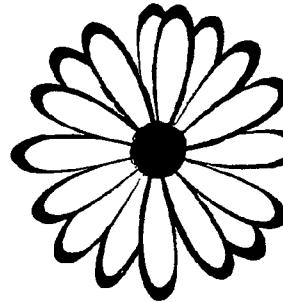
Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , TRACY J YARGER , INDIVIDUALLY , in the amount of \$8536.06 with continuing interest thereon at the rate of 28.490% per annum from August 23, 2007 plus costs.


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
06030669 C N Pit SGM

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.

Show Mom your love!

Special savings for Capital One® Cardholders!



Save **15%***

on your next purchase when
you use Promotion Code **CAP66**
(See reverse for details)

Save this code! Offer good all year long!

Remember: Mother's Day is Sunday, May 14th

1-800-flowers.com

Your florist of choice.

Call 1-800-FLOWERS® (1-800-356-9377) or Click www.1800flowers.com today!

CapitalOne®

PLATINUM MASTERCARD ACCOUNT

5291-4921-0401-3400

MAR 04 - APR 03, 2006

Page 1 of 1

Account Summary

Previous Balance	\$5,933.03
Payments, Credits and Adjustments	\$0.00
Transactions	\$41.00
Finance Charges	\$145.25
 New Balance	 \$6,119.28
Minimum Amount Due	\$6,119.28
Payment Due Date	May 03, 2006
 Total Credit Line	 \$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	03 APR	CAPITAL ONE MONTHLY MEMBER FEE	\$6.00
2	03 APR	PAST DUE FEE	35.00

Reminder: If we receive your minimum monthly payment on time for 12 consecutive billing periods, this account will be reviewed for a possible return to your Non-Introductory A.P.R.

You were assessed a past due fee of \$35.00 on 04/03/2006 because your minimum payment was not received by the due date of 04/03/2006. 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

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments 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



Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,904.91	.07805% P	28.49%	\$118.68
CASH	\$1,098.29	.07805% P	28.49%	\$26.57

ANNUAL PERCENTAGE RATE applied this period

28.49%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 5291492104013400 03 6119280160006119282

New Balance	\$6,119.28
Minimum Amount Due	\$6,119.28
Payment Due Date	May 03, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5291-4921-0401-3400

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

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	(<input type="text"/>)
Email Address		

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



06084



#9009430950305871# MAIL ID NUMBER
TRACY J YARGER
301 SYLVAN ACRES
TYRONE PA 16686-1103



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

**Get sweet savings on Mother's Day gifts
for all the moms in your life !**

1-800-FLOWERS.COM® always promises you and all the moms you love:

- Freshest flowers artistically designed
- Personal service 24/7 for delivery same day, any day
- 100% satisfaction and freshness guaranteed
- The finest selection of flowers, plants, gift baskets, plush toys, gourmet foods and more
- Gifts exclusively designed for 1-800-FLOWERS.COM® by leading brands you trust.



Your florist of choice.

Save 15%*
on your next purchase when
you use Promotion Code **CAP66**

Save this code! Offer good all year long!

**Call 1-800-FLOWERS® (1-800-356-9377)
or Click www.1800flowers.com today!**

*Exclusive of applicable service and shipping charges and taxes. Items may vary and are subject to availability, delivery rules and times. Items can be ordered online and by phone only. Offers cannot be combined, may not be available on all products and are subject to restrictions, limitations and blackout periods. Offer valid through 12/31/06. Prices and charges are subject to change without notice. Void where prohibited.

© 2006 Capital One Services, Inc. Capital One is a federally registered service mark. Trademarks mentioned herein are solely owned by their respective entity. All rights reserved. 1-800-FLOWERS is solely responsible for this offer and is not affiliated with Capital One. Capital One does not provide, endorse, or guarantee any product or service shown here. 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.

© 2006 1-800-FLOWERS.COM, INC.

1-800-FLOWERS.COM® uses Secure Socket Layer (SSL) encryption technology to secure its website.



03R03 0100
600BAF
2

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 in accordance with the Imprint Notice or 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. **Avg. 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 the "New Balance" from the previous billing period in full, finance charges will continue to be applied 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 statement of your Account.

c. **Temporary Finance Charge.** 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 added to the purchase amount of your account.

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

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (i.e., credit purchases, cash advances, special purchases 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. We then add up the results of 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. If a bill contains more than one periodic finance charge, 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 post to your purchase or special purchases segments will not be included in the 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 cycle. Depending 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 applicable) on the front of this statement next to "Balance Rate Applied To." we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates.

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 "Balance Rate Applied To," 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*. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month of January, July or December.

d. If the code D (Prime 5-1 Year LIBOR) or S (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 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. 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 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 30 days from the date this statement was mailed to you to notify us of your desire to cancel your account. 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 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 renewals of charges to your account 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 fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for any amounts that 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 charged and 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 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 transaction.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to provide us 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, the check may 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

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 inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the bill on which the error or problem appeared. You can call us at Capital One, 1-800-356-9377, but do so to not preserve your rights. In your letter, please give 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 you are disputing. 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 home or place of business (if you own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One. 01LGBAK

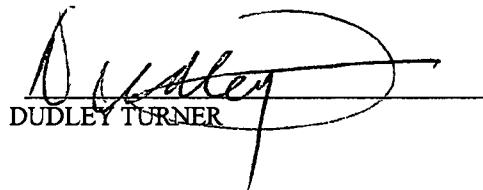
VERIFICATION

CAPITAL ONE BANK

vs

YARGER, TRACY J

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is, DUDLEY TURNER, Authorized Agent, of CAPITAL ONE BANK, Plaintiff Herein, that he/she is duly authorized to make this Declaration, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.



DUDLEY TURNER

Notary Public

5291492104013400

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. 07-1558-CD

vs.

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

TRACY J YARGER

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#06030669

FILED ICC+1 Cert of
m/10/40 disc issued to
MAY 30 2008 Atty Warmbrodt

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 07-1558-CD

TRACY J YARGER

Defendant

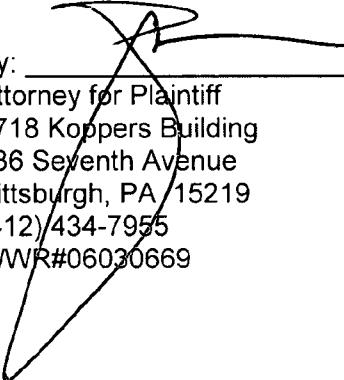
PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

Settle, Discontinue and End the above-captioned matter upon the records of the Court without
prejudice to refile and mark the costs paid.

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

By: 
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412)434-7955
WWR#06030669

SWORN TO AND SUBSCRIBED

before me this 21st day

of May, 2008

Jennifer M. Borowski
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Jennifer M. Borowski, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Feb. 22, 2012

Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Capital One Bank

Vs. **No. 2007-01558-CD**
Tracy J. Yarger

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 30, 2008, 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 30th day of May A.D. 2008.

William A. Shaw LM

William A. Shaw, Prothonotary