

07-1690-CD  
Capital One vs Jared Maines

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No: 07-1690-CD

vs.

COMPLAINT IN CIVIL ACTION

JARED MAINES

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  
06089826 C A Pit SJS

FILED 100 Sheriff  
MT 11/10/07 Atty pd 8500  
OCT 17 2007

William A. Shaw  
Prothonotary/Clerk of Courts

July 24, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*William A. Shaw* CR  
Deputy Prothonotary

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

CAPITAL ONE BANK

Plaintiff  
vs. Civil Action No

JARED MAINES

Defendant

COMPLAINT AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

COMPLAINT

1. Plaintiff, CAPITAL ONE BANK is a corporation with offices at 6851 JERICHO TURNPIKE #190 SYOSSET , NY 11791 .

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

JARED MAINES  
283 WOODWARD RD  
PENFIELD, PA 15849

3. Defendant applied for and received a credit card bearing the account number 4862362351060069 .

4. Defendant made use of said credit card and has a current balance due of \$2716.70 , as of October 05, 2007 .

5. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

6. Plaintiff is entitled to the addition of interest at the rate of 25.900% per annum on the unpaid balance from October 05, 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 , JARED MAINES , INDIVIDUALLY , in the amount of \$2716.70 with continuing interest thereon at the rate of 25.900% per annum from October 05, 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  
06089826 C A Pit SJS

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.

## Access your account online ...

Register today at  
[www.capitalone.com](http://www.capitalone.com).

With Capital One® online account servicing, getting account information and making payments is easy. Check out just a few of the things you can do:

- Pay your bill online
- Check your balance and available credit
- View your statement

Plus, take advantage of other special offers developed especially for you!



*see reverse for details ▶*

027-0402

## Capital One®

### Account Summary

Previous Balance	\$1,559.92
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$34.68
 New Balance	 \$1,629.60
Minimum Amount Due	\$1,629.60
Payment Due Date	October 27, 2004
 Total Credit Line	 \$1,000
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:  
**1-800-955-7070**

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

Are you registered to vote in this year's general election? It's not too late! There's still time to register, so go for it. Your vote can make a difference this November. Call or visit your local voters' registration office or go to [www.everyvotecounts2004.com](http://www.everyvotecounts2004.com) to make sure your voice is heard. Every vote counts!

### PLATINUM VISA ACCOUNT

4862-3623-5106-0069

AUG 28 - SEP 27, 2004

Page 1 of 1

### Payments, Credits and Adjustments

#### Transactions

1	27 SEP	PAST DUE FEE	\$35.00
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As a valued Capital One customer, you are eligible to receive a free Year-End Summary that recaps your 2004 charges. Please call 1-877-794-4487 before December 12, 2004, to reserve your copy. All orders will be processed between January 15 and February 28, 2005.

You were assessed a past due fee of \$35.00 on 09/27/2004 because your minimum payment was not received by the due date of 09/27/2004. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

# EXHIBIT

### Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,357.10	.07096%	25.90%	\$29.85
CASH	\$219.53	.07096%	25.90%	\$4.83

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

## Capital One®

0000000 0 4862362351060069 27 1629600100001629601

New Balance	\$1,629.60
Minimum Amount Due	\$1,629.60
Payment Due Date	October 27, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3623-5106-0069

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		



#9027221120956141# MAIL ID NUMBER

JARED MAINES  
302 SPRING AVE  
DU BOIS PA 15801-1590

063616

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



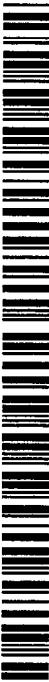
**Send us your e-mail address so we can better serve you.**

Even if you've already sent us your e-mail address, please fill out the form and return it with your payment.

We want to make sure our records are up to date.



©2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.



27R05 00100

**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 payment notice for payments below, and in full, by the date it is due or by the payment statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance."

**b. Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charges: 1) from the date of the transaction to the date the transaction is processed to your Account or 2) 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 have paid the "New Balance" indicated on 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 daily finance charge resulting from the application of your periodic rate is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be applied 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).**

**a. Finance charge.** is calculated by multiplying the daily balance of each segment of your account (e.g. cash advance, purchase, special transfer, and special 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. At the end of the billing period, we add up the results of the daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge allocated from 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 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 transfer segment will not add 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 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 difference between this calculation and the amount of finance charge actually assessed.

**b. If the code 0 or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly**

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To", we also subtract any finance charges 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.

**Annual Percentage Rate (APR):** The term "Annual Percentage Rate" may appear as "APR" on the front of this statement. 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. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Reproduced 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.

**Assessment of Late, Overlimit and Returned Payment Fees:** Our account will be assessed no more than two of the fees listed above. If you do not pay your bill in full by the due date, and in accordance with 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.

**Renewing Your Account:** If a membership fee appears on the front of this statement, you have 30 days from the due date of this statement to notify us to void paying the fee or to waive such fees 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 30-day period. 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 reauthorized billing arrangements, we will consider receipt of a change your authorization to reopen your account. Additionally, if your account is closed, we will pay you 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 these amounts whether they appear on your account at the time you request to close your account or are incurred after the time of 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 repented, 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 has been closed or until it is defined above. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds 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 the address 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 preserve your rights. In your letter, give us the following information: the name of the account, the amount of the 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; or you are unsure about. You do not have to pay any amount in dispute 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 service. (This protection applies if 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 it was not made in your home state, the amount of purchases are covered regardless of amount or location of purchases.) Please remember to sign all correspondence.

<sup>†</sup> Does not apply to consumer non-credit card accounts

*† Does not apply to business non-credit card accounts*

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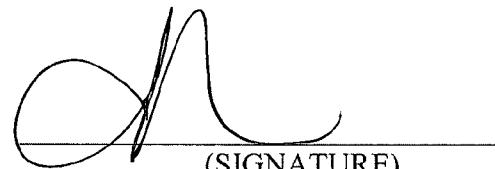
63616P

**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. We do not accept staples, paper clips, staples, or paper clips 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 to the amount of the payment. This authorization will remain in effect until the end of 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 money order, or other payment method.**

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is Jessica Nelson  
(NAME)

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



(SIGNATURE)

WWR#

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

## Service # 1 of 1 Services

Sheriff Docket # 103321

CAPITAL ONE BANK

Case # 07-1690-CD

VS

JARED MAINES

## TYPE OF SERVICE COMPLAINT

## SHERIFF RETURNS

**FILED**

FEB 08 2006  
6/2:30 PM  
William A. St

William A. Shaw  
Prothonotary/Clerk of Courts  
MAY 1997

NOW February 08, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO JARED MAINES, DEFENDANT. 283 WOODWARD RD., PENFIELD, PA. "VACANT".

SERVED BY: /

## Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3066606	10.00
SHERIFF HAWKINS	WELTMAN	3066606	29.52

Sworn to Before me This

### So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2008

*Charles Hawkins*  
*My Name is Hawkins*  
Chester A. Hawkins  
Sheriff

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

CAPITAL ONE BANK

Plaintiff

No: 07-1690-CD

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Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
06089826 C A Pit SJS

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

OCT 17 2007

Attest.

*William L. Jones*  
Prothonotary/  
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff  
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COURT ADMINISTRATOR  
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**CapitalOne®**

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Richmond, VA 23285-5015

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With Capital One® online account servicing, getting account information and making payments is easy. Check out just a few of the things you can do:

- Pay your bill online
- Check your balance and available credit
- View your statement

Plus, take advantage of other special offers developed especially for you!

**CapitalOne®**  
what's in your wallet?™

*see reverse for details ►*

027-0402

### PLATINUM VISA ACCOUNT

4862-3623-5106-0069

AUG 28 - SEP 27, 2004

Page 1 of 1

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0000000 0 4862362351060069 27 1629600100001629601

New Balance	\$1,629.60
Minimum Amount Due	\$1,629.60
Payment Due Date	October 27, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3623-5106-0069

*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		

#9027221120956141# MAIL ID NUMBER  
JARED MAINES  
302 SPRING AVE  
DU BOIS PA 15801-1590

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



061616

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

# Send us your e-mail address so we can better serve you.

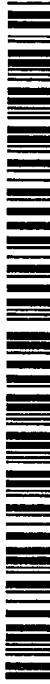
Even if you've already sent us your e-mail address, please fill out the form and return it with your payment.

We want to make sure our records are up to date.



E-mail address:	<input style="width: 400px; height: 15px; border: 1px solid black; border-radius: 5px;" type="text"/>
<small>Please print clearly in black or blue ink. Your address should include an "@" sign and cannot contain any blank spaces. A "@" should have its own space.</small>	
Name:	JARED MAINES
Account #:	4862362351060069
<small>Your privacy is protected at Capital One. You can feel secure knowing your e-mail address will never be sold or distributed without your consent. For more information about our privacy policy, please visit <a href="http://www.capitalone.com/parent/legal/privacy.shtml">http://www.capitalone.com/parent/legal/privacy.shtml</a>.</small>	

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27/05 0 0100  
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 purchases. This 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" by the statement closing date.
  - b. **Avguing 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 statement closing date, 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 unpaid balance on your Account.
  - c. **Minimum Finance Charge.** For each billing cycle, if your account is subject to a finance charge, a minimum total FINANCIAL CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rates is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to your account as a finance charge.
  - 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).**
  - a. Finance charge is calculated by multiplying the daily periodic rate of each segment of your account (e.g. cash advances, new purchases, new special purchases and special purchase) by the corresponding daily periodic rate 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 daily periodic rate calculations to arrive at your periodic finance charge for your account. We then add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance 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 statement to that segment. We then subtract any payments and any credit balance of each segment 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 purchases which post to your purchase of special purchase segments will not add to your 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 the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this method 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
3. **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 (1) from the date of the transaction on the front of this statement next to "Balance Rate Applied To," (2) also subtract any unpaid finance charges 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.
4. **Annual Percentage Rate (APR).**
  - a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
  - b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rates, 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 covered by your periodic statement ending in the month of the change.
  - 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 rates, 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.
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 pay the amount due. If you fail to do so, we will close 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. **How to Close Your Account.** You may 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 renewing of your account. If you do not cancel 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 these amounts whether they appear on your account or not. If 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
7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
8. **How to Make an Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds 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.

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 also 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.

8. **How to Make an Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds 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 Emergency Questions About Your Bill)

If you believe your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not prevent you from writing to us. Please include 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 item you are unsure about. You do not have to pay any amounts in question while we are investigating it, but you are still obligated to pay the portion of your bill that is 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 and you own or operate the merchant, or if we placed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase. Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

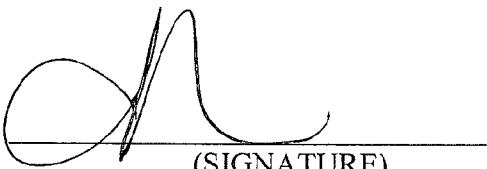
† Does not apply to business non-credit card accounts

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VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is Jessica Nelson  
(NAME)

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



(SIGNATURE)

WWR#

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

CAPITAL ONE BANK

Plaintiff No. 07-1690-CD

vs. PRAECIPE TO REINSTATE COMPLAINT

JARED MAINES

Defendant FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#06089826

FILED *At typd.*  
*7/10/08* \$7.00  
JUL 24 2008 *ICCD/Compl.*  
William A. Shaw *Reunstated*  
Prothonotary/Clerk of Courts *to Shaff*

GK

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 07-1690-CD

JARED MAINES

Defendant

**PRAECIPE TO REINSTATE COMPLAINT**

Kindly reinstate the Complaint in the above captioned matter.

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

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

WWR #06089826

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

CAPITAL ONE BANK

Plaintiff

No: 07-1690-cd

vs.

COMPLAINT IN CIVIL ACTION

JARED MAINES

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  
06089826 C A Pit SJS

FILED  
OCT 17 2007

William A. Shaw  
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff No:

vs.

COMPLAINT IN CIVIL ACTION

JARED MAINES

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  
06089826 C A Pit SJS

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

CAPITAL ONE BANK

Plaintiff  
vs.  
JARED MAINES  
Defendant

COMPLAINT AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

COMPLAINT

1. Plaintiff, CAPITAL ONE BANK is a corporation with offices at 6851 JERICHO TURNPIKE #190 SYOSSET , NY 11791 .

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

JARED MAINES  
283 WOODWARD RD  
PENFIELD, PA 15849

3. Defendant applied for and received a credit card bearing the account number 4862362351060069 .

4. Defendant made use of said credit card and has a current balance due of \$2716.70 , as of October 05, 2007 .

5. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

6. Plaintiff is entitled to the addition of interest at the rate of 25.900% per annum on the unpaid balance from October 05, 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 , JARED MAINES , INDIVIDUALLY , in the amount of \$2716.70 with continuing interest thereon at the rate of 25.900% per annum from October 05, 2007 plus costs.

James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 234-7955  
FAX: 412-338-7130  
06089826 C A Pit SJS

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.

## Access your account online ...

Register today at  
[www.capitalone.com](http://www.capitalone.com).

With Capital One® online account servicing, getting account information and making payments is easy. Check out just a few of the things you can do:

- Pay your bill online
- Check your balance and available credit
- View your statement

Plus, take advantage of other special offers developed especially for you!



*see reverse for details ▶*

027-0402

## Capital One®

PLATINUM VISA ACCOUNT

AUG 28 - SEP 27, 2004

Page 1 of 1

### Account Summary

Previous Balance	\$1,559.92
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$34.68
 New Balance	 \$1,629.60
Minimum Amount Due	\$1,629.60
Payment Due Date	October 27, 2004
 Total Credit Line	 \$1,000
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:  
**1-800-955-7070**

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

Are you registered to vote in this year's general election? It's not too late! There's still time to register, so go for it. Your vote can make a difference this November. Call or visit your local voters' registration office or go to [www.everyvotecounts2004.com](http://www.everyvotecounts2004.com) to make sure your voice is heard. Every vote counts!

# EXHIBIT

### Finance Charges

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,357.10	.07096%	25.90%	\$29.85
CASH	\$219.53	.07096%	25.90%	\$4.83

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

## Capital One®

0000000 0 4862362351060069 27 1629600100001629601

New Balance	\$1,629.60
Minimum Amount Due	\$1,629.60
Payment Due Date	October 27, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3623-5106-0069

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

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

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



063616

#9027221120956141# MAIL ID NUMBER  
JARED MAINES  
302 SPRING AVE  
DU BOIS PA 15801-1590

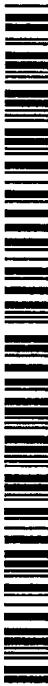
# Send us your e-mail address so we can better serve you.

Even if you've already sent us your e-mail address, please fill out the form and return it with your payment.  
We want to make sure our records are up to date.



E-mail address:	<input style="width: 400px; height: 15px; border: 1px solid black; border-radius: 5px; font-size: 0.8em;" type="text"/>
<small>Please print clearly in black or blue ink. Your address should include an "@" sign and cannot contain any blank spaces. A "-" should have its own space.</small>	
Name:	JARED MAINES
Account #:	4862362351060069
<small>Your privacy is protected at Capital One. You can feel secure knowing your e-mail address will never be sold or distributed without your consent. For more information about our privacy policy, please visit <a href="http://www.capitalone.com/parent/legal/privacy.shtml">http://www.capitalone.com/parent/legal/privacy.shtml</a>.</small>	

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27R05 0 0100

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 purchases. (See "New Balance" next to "Balance Rate Applied To" on this statement next to "Balance Rate Applied To." We also subtract any unpaid finance charge included in the daily 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.

b. **Assessing 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, we will assess finance charge to accrue to your unpaid balance until the unpaid balance is paid off. 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. **Periodic 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(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be applied to the purchase amount of your account.

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

**2. Average Daily Balance (Including New Purchases).**

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g. cash advances, new purchases, new special purchases, and new purchases) 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 daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for that month. 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's balance for that segment. We then subtract any periodic finance charge calculated on the previous day's balance for 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 the 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 new purchases from each segment. Then, we add the statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the daily 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 Rate (APR).**

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

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rate(s) and the term "ANNUAL PERCENTAGE RATE" 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 months January, April, July, and October.

c. If the code P (Prime), L (3-mo. LIBOR), C (3-mo. LIBOR Replicated Monthly) appears on the front of this 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 customer agreement, we reserve the right to terminate or 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 pay the fee or to have it removed from your account. If you cannot pay the 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. **Refunding Your Account.** You cannot 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 reopen your account. You are responsible for any amounts charged 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 these amounts whether they appear on your account or the bill you request to close the account that 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 added to your account, and you will be liable for both. 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 use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your check 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 have a problem with your bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not prevent you from writing to us. Please provide 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 item you are unsure about. You do not have to pay any amounts in question while we are investigating the problem. 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 billing address. (We own or operate the products, or if we sell them, we own the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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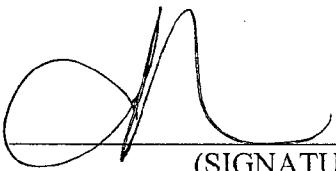
01GLBAK

63616P

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is Jessica Nelson  
(NAME)

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



(SIGNATURE)

WWR#

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 07-1690-CD

CAPITAL ONE BANK  
VS  
JARED MAINES

SERVICE # 1 OF 1

COMPLAINT & PRAECIPE

SERVE BY: 08/23/2008 HEARING: PAGE: 104444

DEFENDANT: JARED MAINES  
ADDRESS: 22 W WEBER AVE. APT 3  
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

ATTEMPTS	<u>7/30/08 - N/H</u> Left Notice	<u>8-5-08 - 10:55AM</u> Does not live there New Tenants (3-mo's now)	<u>8-13-08 - N/H</u>
----------	-------------------------------------	-------------------------------------------------------------------------	----------------------

7/31/08 - No one  
Home in ALL 3-APTS-

**SHERIFF'S RETURN**

NOW, 8-13-08 AT 2:21 AM PM SERVED THE WITHIN

COMPLAINT & PRAECIPE ON JARED MAINES, DEFENDANT

BY HANDING TO JARED MAINES, Defendant

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 283 WOODWARD RD Penfield Pa.

---

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT & PRAECIPE FOR JARED MAINES

AT (ADDRESS) \_\_\_\_\_

---

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JARED MAINES

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Nevling  
Deputy Signature  
Jerome M. Nevling  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104444  
NO: 07-1690-CD  
SERVICES 1  
COMPLAINT & PRAECIPE

PLAINTIFF: CAPITAL ONE BANK  
vs.  
DEFENDANT: JARED MAINES

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8727415	10.00
SHERIFF HAWKINS	WELTMAN	8727415	90.00

S  
**FILED**  
02:30PM  
DEC 26 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of \_\_\_\_\_ 2008



Chester A. Hawkins  
Sheriff

FILED *[Signature]*

MAR 23 2009

WILLIAM A. SHAW

Prothonotary/Clerk of Courts

CLERK COPY w/NOTICE *[Signature]*

TO Plaintiff

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

CAPITAL ONE BANK

Plaintiff

No. 07-1690-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

JARED MAINES

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

JAMES C WARMBRODT, ESQUIRE  
PA I.D.#42524  
Weltman, Weinberg & Reis Co., L.P.A.  
1400 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#06089826 LXR  
Judgment Amount \$ 3,281.10

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

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 07-1690-CD

JARED MAINES

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

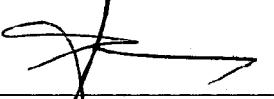
TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, JARED MAINES above named, in the default of an Answer, in the amount of \$3,281.10 computed as follows:

Amount claimed in Complaint	\$2716.70
Interest from OCTOBER 5, 2007 to MARCH 9, 2009 at the legal interest rate of 25.9% per annum	\$564.40
<b>TOTAL</b>	<b>\$3,281.10</b>

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: 

JAMES C WARMBRODT, ESQUIRE  
PA I.D.#42524  
Weltman, Weinberg & Reis Co., L.P.A.  
1400 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#06089826

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
And that the last known address of the Defendant is: 22 W WEBER AVE APT 3 DUBOIS,PA 15801

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 07-1690-CD

JARED MAINES

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 MARCH 23, 2009

Assumpsit Judgment in the amount  
of \$3,281.10 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:

PROTHONOTARY (OR DEPUTY)

JARED MAINES  
22 W WEBER AVE APT 3  
DUBOIS, PA 15801

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
1-888-434-0085

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

CAPITAL ONE BANK

Case no: 07-1690-CD

Plaintiff  
vs.  
NON-MILITARY AFFIDAVIT

JARED MAINES

Defendant

The undersigned, who first being duly sworn, according to law, deposes and states as follows:

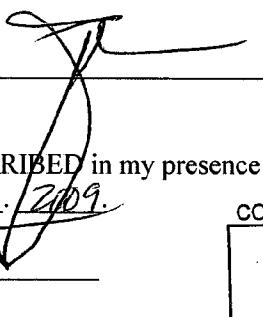
That he/she is the duly authorized agent of the Plaintiff in the within matter.

Affiant further states that the within Affidavit is made pursuant to and in accordance with the Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

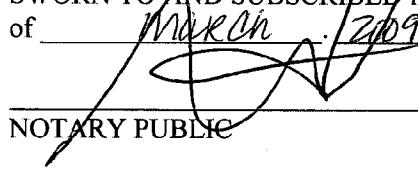
Affiant further states that based upon investigation it is the affiant's belief that the Defendant, JARED MAINES is not in the military service.

Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, JARED MAINES is not in the military service.

Further Affiant sayeth naught.

  
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 11<sup>th</sup> day  
of MARCH 2009.

  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Wendy L. Gault, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires July 15, 2010

Member, Pennsylvania Association of Notaries

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.

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

CAPITAL ONE BANK

Plaintiff

Case No. 07-1690-CD

VS.

JARED MAINES

Defendant

**IMPORTANT NOTICE**

TO:  
JARED MAINES  
22 W WEBER AVE APT 3  
DUBOIS, PA 15801

Date of Notice: 2/19/09

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 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  
CLEARFILED COUNTY COURTHOUSE  
SECOND & MARKET STREETS  
CLEARFIELD, PA. 16830  
(814) 765-2641, EXT 50-51

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

By: \_\_\_\_\_  
Matthew Urban  
P.A.I.D.# 90963

WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, 1400 Koppers Building  
Pittsburgh, PA 15219  
Phone: (412) 434-7955  
6089826 A PIT LXR

43  
Department of Defense Manpower Data Center

MAR-09-2009 06:07:37

Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
MAINES	JARED		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavely-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: **RUQANIQZW**