

07-1860-CB  
Capital One vs Sandra Crawford

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No:

07-1860-CJ

vs.

COMPLAINT IN CIVIL ACTION

SANDRA L CRAWFORD

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  
06158884 C N Pit BNT

FILED 10/13/07  
NOV 13 2007  
Atty pd \$5.00  
WM

William A. Shaw  
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff  
vs. Sandra L CRAWFORD  
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:

SANDRA L CRAWFORD  
208 S MAIN ST  
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 5291071541930564 .

4. Defendant made use of said credit card and has a current balance due of \$1565.16 , as of October 12, 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 9.900% per annum on the unpaid balance from October 12, 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 , SANDRA L CRAWFORD , INDIVIDUALLY , in the amount of \$1565.16 with continuing interest thereon at the rate of 9.900% per annum from October 12, 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  
06158884 C N Pit BNT

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.

# Your account is delinquent.

## We want to help!

- To protect your credit with us, you need to make a payment.
- We can help—but only if you call us.
- When you call, you can make a free check-by-phone payment.



**Return your account to good standing.**  
It's up to you to take the first step.  
Call us!

**1-800-479-7231**

014-1102

**CapitalOne®**

### Account Summary

Previous Balance	\$1,223.08
Payments, Credits and Adjustments	\$10.00
Transactions	\$10.00
Finance Charges	\$10.30
 New Balance	 \$1,233.38
Minimum Amount Due	\$1,233.38
Payment Due Date	December 11, 2002
Total Credit Line	\$500
Total Available Credit	\$0.00
Credit Line for Cash	\$500
Available Credit for Cash	\$0.00
Value One (Special Purchase) Balance	\$1,121.88

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-262-1493**

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

### Important Account Information

Who should be the college football National Mascot of the Year? You help decide! Visit [www.capitalonebowl.com](http://www.capitalonebowl.com) today to cast your vote for one of the 12 finalists. Then be sure to tune in to ABC to watch the Capital One Bowl on January 1, 2003, to see who won!

MASTERCARD ACCOUNT  
5291-0715-4193-0564

OCT 12 - NOV 11, 2002  
Page 1 of 1

### Payments, Credits and Adjustments

1 04 NOV	PAYMENT RECEIVED - THANK YOU	\$10.00
<b>Transactions</b>		
2 11 NOV	PAST DUE FEE	\$10.00

Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

## EXHIBIT

67359A

Finance Charges		Please see reverse side for important information		
	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$9.46	.02712%	9.90%	\$0.08
CASH	\$99.98	.02712%	9.90%	\$8.83
VALUE ONE (SPECIAL PURCHASE)	\$1,117.02	.02712%	9.90%	\$9.39

ANNUAL PERCENTAGE RATE applied this period **9.90%**

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**CapitalOne®**

0000000 0 5291071541930564 11 1233380010001233384

New Balance	\$1,233.38
Minimum Amount Due	\$1,233.38
Payment Due Date	December 11, 2002
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink.

Street	Apt #	
City	State	ZIP
Home Phone	Alternate Phone	

#9031690263765705# MAIL ID NUMBER

SANDRA L CRAWFORD  
656 1/2 BROAD ST  
BROCKWAY PA 15824-1414

057359

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







11R13 0 0900  
-3-----

1. How To Avoid A Finance Charge.

† a. **Grace Period.** You may have a minimum grace period of 25 days without finance charges 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 and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Avoiding 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 date the transaction is posted to your account, whichever is earlier, if you did not pay the "New Balance" from the previous billing period in full. Finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire "New Balance" indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total amount of charges resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

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

2. **Annual Percentage Rates (APR).**

a. Finance charge is calculated by applying 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 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 of your account, we take the beginning balance for each segment and add in any payments 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" shown on your previous statement in full (or if your new balance was zero) or made a single new transaction 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 billing cycle. Using your total periodic finance charge, multiply the average daily balance by your daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

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

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives 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 B (Bank), L (3-month LIBOR), C (Certificate of Deposit) or S (Bankers' Month) 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 be effective on the first day of your billing period covered by your next 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 Repaid 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. **Annual Percentage Rate Disclosure and Payment Fees.** Your account will be assessed no more than twice 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 without waiving our right to assess the same or similar fees at a later time.

5. **Temporary Close Your Account.** If a membership fee appears on the front of this statement, you have 20 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay any "New Balance" in full (excluding any 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 cash access checks, 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 you have authorized, finance charges, past due fees, minimum fees, rounded payment fees, cash advance fees and any other fees related to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, we will add the transaction to your account and 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. **Using Your 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 fund transfer from your bank account or to present your check to a check cashing service when we receive information from you or 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 receive your letter within 60 days after we send you the first bill on which the error or question appears. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and the date(s) of the transaction(s) or why you believe them to be an error, or if you need more information, details of the item or items 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 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 the right to do this only if the purchase price is 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](http://www.capitalone.com). Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2002 Capital One 01LGBAK

57359A

**Important Notice:** Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

VERIFICATION

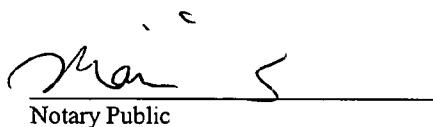
CAPITAL ONE BANK

vs

CRAWFORD, SANDRA L

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

5291071541930564  
A049  
WELTMAN, WEINBERG & REIS CO., L.P.A.

MARINA DAVIS  
HENRY COUNTY, GEORGIA  
MY COMMISSION EXPIRES  
OCTOBER 24TH, 2010

Department of Defense Manpower Data Center

OCT-23-2007 04:19:07



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
CRAWFORD	SANDRA		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*

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:ZWMJDXZDEX

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103441  
NO: 07-1860-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK  
vs.  
DEFENDANT: SANDRA L. CRAWFORD

**SHERIFF RETURN**

NOW, December 06, 2007 AT 3:00 PM SERVED THE WITHIN COMPLAINT ON SANDRA L. CRAWFORD DEFENDANT AT 208 S. MAIN ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SANDRA CRAWFORD, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

**FILED**  
01/12/2008  
APR 03 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3075708	10.00
SHERIFF HAWKINS	WELTMAN	3075708	36.43

Sworn to Before Me This

\_\_\_\_ Day of 2008  
2007

So Answers,

*Chester A. Hawkins*  
*My Manly Name*

Chester A. Hawkins  
Sheriff

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

CAPITAL ONE BANK

Plaintiff

No. : 07-1860-CD

vs.

SANDRA L CRAWFORD

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#6158884

FILED *1CCd 1 Cert of*  
*m/11/28 LM* *disc issued to*  
*APR 16 2008* *Atty Molczan*  
*LM*

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. : 07-1860-CD

SANDRA L CRAWFORD

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.

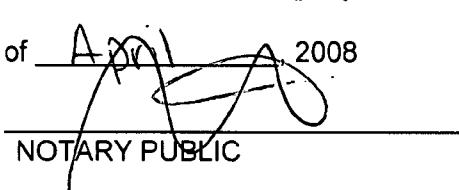
WELTMAN, WEINBERG & REIS CO., L.P.A.

By:   
Attorney for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#6158884

SWORN TO AND SUBSCRIBED

before me this 8 day

of April 2008

  
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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

*COPY*

**Capital One Bank**

Vs.  
**Sandra L. Crawford**

**No. 2007-01860-CD**

**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 April 16, 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 16th day of April A.D. 2008.



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