

07-1896-CD

Capital One vs Adrienne N. Robison

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

CAPITAL ONE BANK

Plaintiff

vs.

ADRIENNE N ROBISON

Defendant

No: 07-1896-CD

COMPLAINT IN CIVIL ACTION

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  
05964738 C N Pit DKB

May 6, 2009 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service  
William A. Shaw cm  
Deputy Prothonotary

Feb 5, 2009 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service  
William A. Shaw GK  
Deputy Prothonotary

FILED  
m/11:36 AM  
NOV 19 2007  
Att'y pd 85.00  
ICC Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No

ADRIENNE N ROBISON

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.

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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:

ADRIENNE N ROBISON  
404 DAISY ST  
CLEARFIELD, PA 16830

3. Defendant applied for and received a credit card bearing the account number 4862362527841061 .

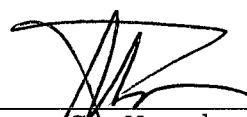
4. Defendant made use of said credit card and has a current balance due of \$1325.44 , as of October 22, 2007 .

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 28.240% per annum on the unpaid balance from October 22, 2007 . A copy of Plaintiff's STATMENT 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 , ADRIENNE N ROBISON , INDIVIDUALLY , in the amount of \$1325.44 with continuing interest thereon at the rate of 28.240% per annum from October 22, 2007 plus costs.

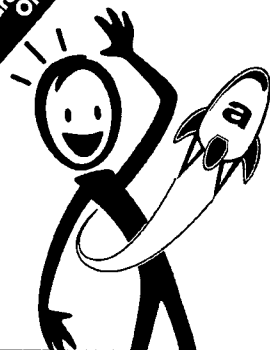


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05964738 C N Pit DKB

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

Special  
Capital One  
Cardholders  
Offer!



Now with  
**FREE Accelerator**  
for the first 12 months\* - a \$60 value

**\$4.97\***  
a month for  
first 3 months;  
\$9.95/mo. thereafter

**SIGN UP TODAY!**  
**1-888-587-9669**

Mention Offer Code: PEARL  
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- Pop-Up Blocker™
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- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

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**Capital One®**

PLATINUM VISA ACCOUNT  
4862-3625-2784-1061

JAN 18 - FEB 17, 2006  
Page 1 of 1

**Account Summary**

Previous Balance	\$812.30
Payments, Credits and Adjustments	\$0.00
Transactions	\$68.00
Finance Charges	\$19.74
<b>New Balance</b>	<b>\$900.04</b>
Minimum Amount Due	\$900.04
Payment Due Date	March 17, 2006
<b>Total Credit Line</b>	<b>\$500</b>
<b>Total Available Credit</b>	<b>\$0.00</b>
<b>Credit Line for Cash</b>	<b>\$500</b>
<b>Available Credit for Cash</b>	<b>\$0.00</b>

**At your service**

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

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

**Payments, Credits and Adjustments**

**Transactions**

1	17 FEB	CAPITAL ONE MEMBER FEE	\$39.00
2	17 FEB	PAST DUE FEE	29.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please call 1-877-794-4487 before March 31, 2006, to reserve your copy for this account. Orders will be mailed out by the end of April 2006.

You were assessed a past due fee of \$29.00 on 02/17/2006 because your minimum payment was not received by the due date of 02/17/2006. 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	\$823.05	.07737% P	28.24%	\$19.74
CASH	\$0.00	.07737% P	28.24%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 28.24%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**Capital One®**

0000000 0 4862362527841061 17 0900040015000900047

New Balance \$900.04  
Minimum Amount Due \$900.04  
Payment Due Date March 17, 2006  
Total enclosed \$   
Account Number: 4862-3625-2784-1061

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 @

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

008269

#9004990838152428# MAIL ID NUMBER  
ADRIENNE N ROBISON  
409 B PRESQUIELE ST  
PHILIPSBURG PA 16866

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

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**1-888-587-9669**

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Or visit [www.peoplepc.com/go/pearl](http://www.peoplepc.com/go/pearl)

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

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(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. 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. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's 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 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 the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

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

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

### 3. Annual Percentage Rates (APR).

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

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of 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 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 Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** 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. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

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 receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due 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 statement or the name you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be 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 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 sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

### 1. † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate 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).

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17R02 Z 0100  
8269 2

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

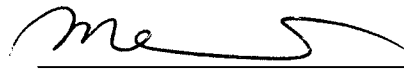
VERIFICATION

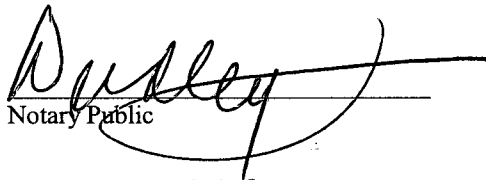
CAPITAL ONE BANK

vs

ROBISON, ADRIENNE N

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, MAISHA DAVIS, 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.

  
\_\_\_\_\_  
MAISHA DAVIS

  
Notary Public

Dudley Turner  
Notary Public, DeKalb County, Georgia  
My Commission Expires January 19, 2009

4862362527841061

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 # **103455**

CAPITAL ONE BANK

Case # 07-1896-CD

vs.

ADRIENNE N. ROBISON

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

**FILED**

APR 08 2008

6/3/08  
William A. Shaw

Prothonotary/Clerk of Courts

NOW April 07, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO ADRIENNE N. ROBISON, DEFENDANT. RESIDES IN CENTRE COUNTY, ADDRESS UNKNOWN.

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3085775	10.00
SHERIFF HAWKINS	WELTMAN	3085775	16.00

Sworn to Before me This

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

So Answers,

  
Chester A. Hawkins  
Sheriff

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

CAPITAL ONE BANK

Plaintiff

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Defendant

No: 07-1896-CD

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COUNSEL OF RECORD OF  
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436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
05964738 C N Pit DKB

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

NOV 19 2007

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No

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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.

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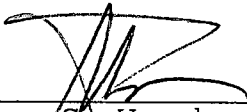
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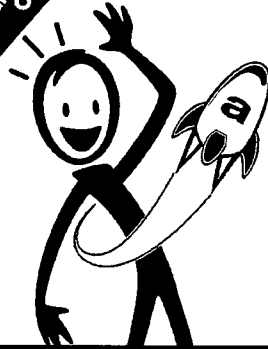
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05964738 C N Pit DKB

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

Special  
Capital One  
Cardholders  
Offer!

Now with  
**FREE Accelerator**  
for the first 12 months\* - a \$60 value



**\$4.97\***  
a month for  
first 3 months;  
\$9.95/mo. thereafter

**SIGN UP TODAY!**  
**1-888-587-9669**

Mention Offer Code: PEARL  
Or visit [www.peoplepc.com/go/pearl](http://www.peoplepc.com/go/pearl)

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- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

**UNLIMITED INTERNET ACCESS**

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Credit Line for Cash	\$500
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**

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

**Payments, Credits and Adjustments**

**Transactions**

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2	17 FEB	PAST DUE FEE	29.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please call 1-877-794-4487 before March 31, 2006, to reserve your copy for this account. Orders will be mailed out by the end of April 2006.

You were assessed a past due fee of \$29.00 on 02/17/2006 because your minimum payment was not received by the due date of 02/17/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for payment to reach Capital One.

5964738

**Finance Charges**

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$823.05	.07737% P	28.24%	\$19.74
CASH	\$0.00	.07737% P	28.24%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 28.24%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**Capital One**

0000000 0 4862362527841061 17 0900040015000900047

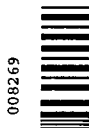
New Balance	\$900.04
Minimum Amount Due	\$900.04
Payment Due Date	March 17, 2006

Total enclosed \$   
Account Number: 4862-3625-2784-1061

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 @

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



#9004990838152428# MAIL ID NUMBER  
ADRIENNE N ROBISON  
409 B PRESQUIELE ST  
PHILIPSBURG PA 16866

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

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SIGN UP TODAY!

**1-888-587-9669**

Mention Offer Code: PEARL

Or visit [www.peoplepc.com/go/pearl](http://www.peoplepc.com/go/pearl)

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

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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9269  
Z

### 1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, 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. **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 day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(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. 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. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's 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 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 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 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*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR, Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** 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. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

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

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be 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 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 sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

### † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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O11GLBAK

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

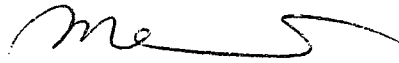
VERIFICATION

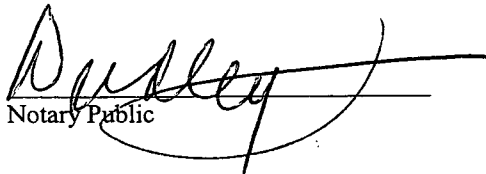
CAPITAL ONE BANK

vs

ROBISON, ADRIENNE N

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, MAISHA DAVIS, 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.

  
\_\_\_\_\_  
MAISHA DAVIS

  
\_\_\_\_\_  
Notary Public

Dudley Turner  
Notary Public, DeKalb County, Georgia  
My Commission Expires January 19, 2009

4862362527841061

A049

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



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

CAPITAL ONE BANK (USA) , NA

Plaintiff

<sup>1896</sup>  
No. 07-~~1986~~-CD

vs.

PRAECIPE TO REINSTATE COMPLAINT

ADRIENNE N ROBISON

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

WWR#5964738 TIC

**FILED** *Any pd.*  
*7.00*  
*012008*  
FEB 05 2009

William A. Shaw  
Prothonotary/Clerk of Courts

*Nocc*  
*1 Comp. - Reinst.*  
*to Sheriff*  
*(610)*

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

CAPITAL ONE BANK (USA) , NA

Plaintiff

vs.

Civil Action No. 07-1986-CD

ADRIENNE N ROBISON

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, Esquire

PA I.D. #42524

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #5964738

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

CAPITAL ONE BANK

Plaintiff

vs.

ADRIENNE N ROBISON

Defendant

No: 07-1896-CD

COMPLAINT IN CIVIL ACTION

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  
05964738 C N Pit DKB

FILED  
NOV 19 2007

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

ADRIENNE N ROBISON

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:

ADRIENNE N ROBISON  
404 DAISY ST  
CLEARFIELD, PA 16830

3. Defendant applied for and received a credit card bearing the account number 4862362527841061 .

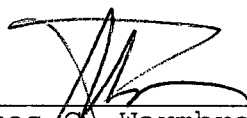
4. Defendant made use of said credit card and has a current balance due of \$1325.44 , as of October 22, 2007 .

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 28.240% per annum on the unpaid balance from October 22, 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 , ADRIENNE N ROBISON , INDIVIDUALLY , in the amount of \$1325.44 with continuing interest thereon at the rate of 28.240% per annum from October 22, 2007 plus costs.



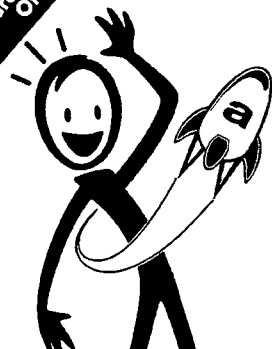
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James O. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
05964738 C N Pit DKB

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

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Cardholders  
Offer

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**FREE Accelerator**  
for the first 12 months\* - a \$60 value



**\$497\***  
a month for  
first 3 months;  
\$9.95/mo. thereafter

**SIGN UP TODAY!**  
**1-888-587-9669**

Mention Offer Code: PEARL  
Or visit [www.peoplepc.com/go/pearl](http://www.peoplepc.com/go/pearl)

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would expect from higher-priced Internet  
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- Pop-Up Blocker™
- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

**UNLIMITED INTERNET ACCESS**

**Capital One**

PLATINUM VISA ACCOUNT  
4862-3625-2784-1061

JAN 18 - FEB 17, 2006  
Page 1 of 1

**Account Summary**

Previous Balance	\$812.30
Payments, Credits and Adjustments	\$0.00
Transactions	\$68.00
Finance Charges	\$19.74
<b>New Balance</b>	<b>\$900.04</b>
Minimum Amount Due	\$900.04
Payment Due Date	March 17, 2006
Total Credit Line	\$500
Total Available Credit	\$0.00
Credit Line for Cash	\$500
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**

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

**Payments, Credits and Adjustments**

**Transactions**

1	17 FEB	CAPITAL ONE MEMBER FEE	\$39.00
2	17 FEB	PAST DUE FEE	29.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please call 1-877-794-4487 before March 31, 2006, to reserve your copy for this account. Orders will be mailed out by the end of April 2006.

You were assessed a past due fee of \$29.00 on 02/17/2006 because your minimum payment was not received by the due date of 02/17/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

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Please see reverse side for important information

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PURCHASES	\$823.05	.07737% P	28.24%	\$19.74
CASH	\$0.00	.07737% P	28.24%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 28.24%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**Capital One**

0000000 0 4862362527841061 17 0900040015000900047

New Balance	\$900.04
Minimum Amount Due	\$900.04
Payment Due Date	March 17, 2006

Total enclosed \$   
Account Number: 4862-3625-2784-1061

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	@	

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

008269

#9004990838152428# MAIL ID NUMBER  
ADRIENNE N ROBISON  
409 B PRESQUIELE ST  
PHILIPSBURG PA 16866

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

peoplepc™ online  
A better way to Internet.

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SIGN UP TODAY!

**1-888-587-9669**

Mention Offer Code: PEARL

Or visit [www.peoplepc.com/go/pearl](http://www.peoplepc.com/go/pearl)

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

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Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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### 1. How To Avoid A Finance Charge.

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

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

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. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's 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 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 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 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*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** 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. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

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

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be 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 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 sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

### † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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8269  
2

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




VERIFICATION

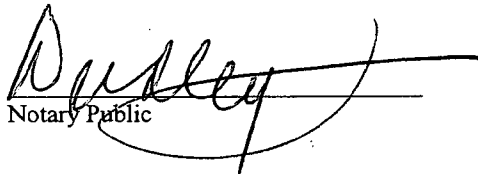
CAPITAL ONE BANK

VS

ROBISON, ADRIENNE N

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, MAISHA DAVIS, 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.

  
MAISHA DAVIS

  
Notary Public

Dudley Turner  
Notary Public, DeKalb County, Georgia  
My Commission Expires January 19, 2009

4862362527841061

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 # **105301**

CAPITAL ONE BANK (USA) NA

Case # 07-1896-CD

vs.

ADRIENNE N. ROBISON

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

**FILED**  
012:44 PM  
MAR 03 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

NOW March 03, 2009 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO ADRIENNE N. ROBINSON, DEFENDANT. NEED ADDRESS FOR SERVICE

SERVED BY: /

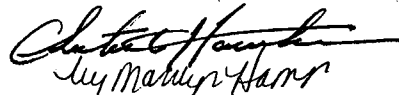
**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8803556	10.00
SHERIFF HAWKINS	WELTMAN	8803556	5.00

Sworn to Before me This

So Answers,

\_\_\_\_\_ Day of \_\_\_\_\_ 2009

  
Chester A. Hawkins  
Sheriff

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

CAPITAL ONE BANK (USA) , NA

Plaintiff

vs.

ADRIENNE N ROBISON

Defendant

<sup>1896</sup>  
No. 07-~~1986~~-CD

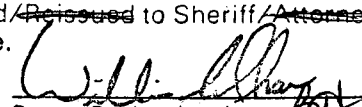
PRAECIPE TO REINSTATE COMPLAINT

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

WWR#5964738 TIC

2/5/09 Document -  
Reinstated/~~Reissued~~ to Sheriff/~~Attorney~~  
for service.  
  
Deputy Prothonotary

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

CAPITAL ONE BANK (USA) , NA

Plaintiff

vs.

1896  
Civil Action No. 07-~~1986~~-CD

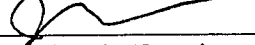
ADRIENNE N ROBISON

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, Esquire  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR #5964738

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

CAPITAL ONE BANK

Plaintiff

vs.

ADRIENNE N ROBISON

Defendant

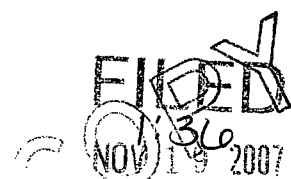
No: 07-1896-CD

COMPLAINT IN CIVIL ACTION

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  
05964738 C N Pit DKB



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

ADRIENNE N ROBISON

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:

ADRIENNE N ROBISON  
404 DAISY ST  
CLEARFIELD, PA 16830

3. Defendant applied for and received a credit card bearing the account number 4862362527841061 .


4. Defendant made use of said credit card and has a current balance due of \$1325.44 , as of October 22, 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 28.240% per annum on the unpaid balance from October 22, 2007 . A copy of Plaintiff's STATMENT 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 , ADRIENNE N ROBISON , INDIVIDUALLY , in the amount of \$1325.44 with continuing interest thereon at the rate of 28.240% per annum from October 22, 2007 plus costs.



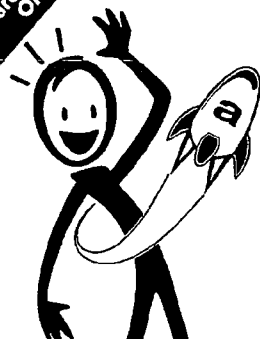
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James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
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This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.



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**Capital One**

PLATINUM VISA ACCOUNT

4862-3625-2784-1061

JAN 18 - FEB 17, 2006

Page 1 of 1

**Account Summary**

Previous Balance	\$812.30
Payments, Credits and Adjustments	\$0.00
Transactions	\$68.00
Finance Charges	\$19.74

New Balance	\$900.04
Minimum Amount Due	\$900.04
Payment Due Date	March 17, 2006

Total Credit Line	\$500
Total Available Credit	\$0.00
Credit Line for Cash	\$500
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**

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

**Payments, Credits and Adjustments**

**Transactions**

1	17 FEB	CAPITAL ONE MEMBER FEE	\$39.00
2	17 FEB	PAST DUE FEE	29.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please call 1-877-794-4487 before March 31, 2006, to reserve your copy for this account. Orders will be mailed out by the end of April 2006.

You were assessed a past due fee of \$29.00 on 02/17/2006 because your minimum payment was not received by the due date of 02/17/2006. 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	\$823.05	.07737% P	28.24%	\$19.74
CASH	\$0.00	.07737% P	28.24%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

28.24%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**Capital One**

0000000 0 4862362527841061 17 0900040015000900047

New Balance **\$900.04**  
Minimum Amount Due **\$900.04**  
Payment Due Date **March 17, 2006**  
Total enclosed \$   
Account Number: **4862-3625-2784-1061**

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 @

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

#9004990838152428# MAIL ID NUMBER  
ADRIENNE N ROBISON  
409 B PRESQUIELE ST  
PHILIPSBURG PA 16866

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

**UNLIMITED**  
**INTERNET ACCESS**

**SIGN UP TODAY!**  
**800-587-9669**

[illegible]

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† Does not apply to consumer non-credit card accounts  
† Does not apply to business non-credit card accounts  
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Capital One

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


VERIFICATION

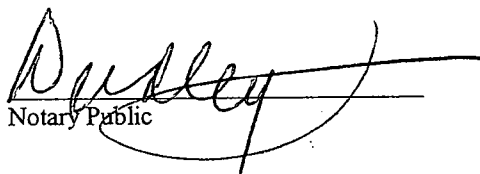
CAPITAL ONE BANK

VS

ROBISON, ADRIENNE N

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, MAISHA DAVIS, 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.

  
MAISHA DAVIS

  
Notary Public

Dudley Turner  
Notary Public, DeKalb County, Georgia  
My Commission Expires January 19, 2009

4862362527841061

A049

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

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff

No. 07-1896-CD

vs.

PRAECIPE TO REINSTATE COMPLAINT

ADRIENNE N ROBISON

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

WWR#05964738

5 FILED Aug. 27. 7.00  
MT 11:04 AM  
MAY 06 2009 1000  
1 Compl. Reinstated  
to Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff

vs.

Civil Action No. 07-1896-CD


ADRIENNE N ROBISON

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

WWR #05964738

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

CAPITAL ONE BANK

Plaintiff

vs.

ADRIENNE N ROBISON

Defendant

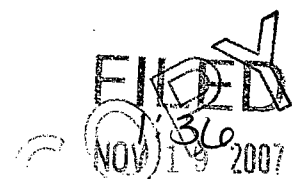
No: 07-1896-CD

COMPLAINT IN CIVIL ACTION

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  
05964738 C N Pit DKB



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

ADRIENNE N ROBISON

Defendant

COMPLAINT AND NOTICE TO DEFEND

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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.

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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:

ADRIENNE N ROBISON  
404 DAISY ST  
CLEARFIELD, PA 16830

3. Defendant applied for and received a credit card bearing the account number 4862362527841061 .

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6. Plaintiff is entitled to the addition of interest at the rate of 28.240% per annum on the unpaid balance from October 22, 2007 . A copy of Plaintiff's STATMENT 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.

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---

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  
05964738 C N Pit DKB

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

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

peoplepc™ online  
A better way to Internet.

## UNLIMITED INTERNET ACCESS

SIGN UP TODAY!

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Mention Offer Code: PEARL

Or visit [www.peoplepc.com/go/pearl](http://www.peoplepc.com/go/pearl)

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

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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17802 Z 0100  
9/09  
Z

### 1. How To Avoid A Finance Charge.

- a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, 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. **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 day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(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. 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. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's 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 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 charges 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 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*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
- d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
- e. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
- f. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access 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. 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 at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be 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 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 sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

### † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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**Important Notice:** 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). 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. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

VERIFICATION

CAPITAL ONE BANK

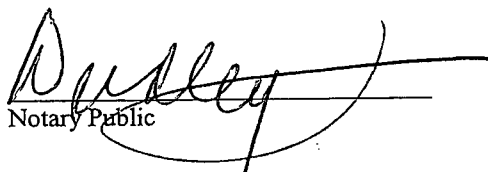
vs

ROBISON, ADRIENNE N

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, MAISHA DAVIS, 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.



MAISHA DAVIS

  
Notary Public

Dudley Turner  
Notary Public, DeKalb County, Georgia  
My Commission Expires January 19, 2009

4862362527841061

A049

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 07-1896-CD

CAPITAL ONE BANK (USA), N.A.

vs

ADRIENNE N. ROBISON

SERVICE # 1 OF 1

PRAECIPE & COMPLAINT

SERVE BY: 06/05/2009

HEARING:

PAGE: 105632

DEFENDANT: ADRIENNE N. ROBISON

ADDRESS: 404 DAISY ST.  
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

5-13-09-10:36 AM N/A

5-20-09-11:31 AM N/A LEFT NOTE

**SHERIFF'S RETURN**

NOW, 5-21-09 AT 8:49 AM PM SERVED THE WITHIN

PRAECIPE & COMPLAINT ON ADRIENNE N. ROBISON, DEFENDANT

BY HANDING TO Sherri Robison, Mother

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

ADDRESS SERVED 404 Daisy St.  
Clearfield, Pa 16830

NOW AT AM / PM POSTED THE WITHIN

PRAECIPE & COMPLAINT FOR ADRIENNE N. ROBISON

AT (ADDRESS)

William A. Shaw  
Prothonotary/Clerk of Courts

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

I MAKE RETURN OF NOT FOUND AS TO ADRIENNE N. ROBISON

REASON UNABLE TO LOCATE

SWORN TO BEFORE ME THIS

DAY OF 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy Signature

Print Deputy Name

FILED

9:30 AM  
MAY 21 2009

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105632  
NO: 07-1896-CD  
SERVICES 1  
PRAECIPE & COMPLAINT

PLAINTIFF: CAPITAL ONE BANK (USA), N.A.  
vs.  
DEFENDANT: ADRIENNE N. ROBISON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8869643	10.00
SHERIFF HAWKINS	WELTMAN	8869643	15.00

5 FILED  
@ 18:55 Lm  
AUG - 6 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2009  
\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

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

CAPITAL ONE BANK (USA), NA

Plaintiff

No. 07-1896-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

ADRIENNE N ROBISON

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#05964738  
Judgment Amount \$ 1,631.58

5 FILED  
m 11:30 AM  
OCT 30 2009  
Att'y pd. 20.00  
ICC & Notice  
to Def.  
William A. Shaw  
Prothonotary/Clerk of Courts  
(GW)

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 07-1896-CD

ADRIENNE N ROBISON

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

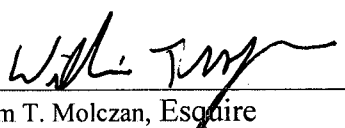
TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, ADRIENNE N ROBISON above named, in the default of an Answer, in the amount of \$1,631.58 computed as follows:

Amount claimed in Complaint	\$1,325.44
Amount paid by Defendant	\$100.00
Interest from October 22, 2007 to October 15, 2009 at the legal interest rate of 28.24% per annum	\$406.14
<b>TOTAL</b>	<b>\$1,631.58</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:   
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#05964738

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: 404 DAISY ST, CLEARFIELD, PA 16830



COPY

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 07-1896-CD

ADRIENNE N ROBISON

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 10/30/09

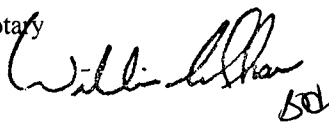
(xx)    Assumpsit Judgment in the amount  
         of \$1,631.58 plus costs.

(    )    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.

(xx)    Entry of Judgment of  
         ☐ Court Order  
         ☐ Non-Pros  
         ☐ Confession  
         (xx) Default  
         ☐ Verdict  
         ☐ Arbitration  
         Award

Prothonotary



By: \_\_\_\_\_  
PROTHONOTARY (OR DEPUTY)

ADRIENNE N ROBISON  
404 DAISY ST  
CLEARFIELD, PA 16830

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 (USA), NA

Case no: 07-1896-CD

Plaintiff

**NON-MILITARY AFFIDAVIT**

vs.

ADRIENNE N ROBISON

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, ADRIENNE N ROBISON 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, ADRIENNE N ROBISON is not in the military service.

Further Affiant sayeth naught.

  
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 21<sup>st</sup> day  
of October, 2009.

  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Shelia G. Bevan, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Nov. 15, 2010  
Member, Pennsylvania Association of Notaries

Department of Defense Manpower Data Center

OCT-14-2009 08:51:30



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
ROBISON	ADRIENNE	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. Snavelly-Dixon*

Mary M. Snavelly-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: **TMRUQSBWCA**

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

CAPITAL ONE BANK (USA), NA

Plaintiff

Case No. 07-1896-CD

vs.

ADRIENNE N ROBISON

Defendant

**IMPORTANT NOTICE**

TO:  
ADRIENNE N ROBISON  
404 DAISY ST  
CLEARFIELD, PA 16830

Date of Notice: 9/30/09

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  
CLEARFIELD 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  
5964738 N PIT KM3