

07-1897-CD

FILED

NOV 19 2007

11:50 (WNS)

William A. Shaw  
Prothonotary/Clerk of Courts  
1 CERT TO SHAW.

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

CAPITAL ONE BANK

Plaintiff

No: 2007-1897-CP

vs.

COMPLAINT IN CIVIL ACTION

TRAVIS McDOWELL

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
05950918 C A Pit SXA

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

CAPITAL ONE BANK

Plaintiff  
vs. Civil Action No  
TRAVIS McDOWELL  
Defendant

COMPLAINT AND NOTICE TO DEFEND

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

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

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

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

COMPLAINT

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

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

TRAVIS McDOWELL  
1629 SINGTON RD  
MORRISDALE, PA 16858

3. Defendant applied for and received a credit card bearing the account number 4121742406875743 .

4. Defendant made use of said credit card and has a current balance due of \$1257.96 , as of November 08, 2007 .

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

6. Plaintiff is entitled to the addition of interest at the rate of 25.900% per annum on the unpaid balance from November 08, 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 , TRAVIS McDOWELL , INDIVIDUALLY , in the amount of \$1257.96 with continuing interest thereon at the rate of 25.900% per annum from November 08, 2007 plus costs.

  
James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
05950918 C A Pit SXA

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.

5950918

**Your account is temporarily suspended  
from future purchases and cash  
advances due to its past due status.**

**A good credit rating can help you get credit cards,  
a cell phone or even a job.**

**We may be able to help you restore your charging privileges:**

- Use our free Check by Phone service by calling 1-800-955-6600.
- Call our friendly associates for payment options at the number above.
- If you have online account access, log on to your account and pay now at [www.capitalone.com](http://www.capitalone.com).
- If you prefer, simply use the payment coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.  
© 2004 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

042  
ACCOUNT STATUS FOR:  
TRAVIS McDOWELL

**60 DAYS  
PAST DUE!**

TEMPORARILY  
SUSPENDED

**Capital One®**  
what's in your wallet?™

042-0404

**Capital One®**

VISA ACCOUNT

JUN 02 - JUL 01, 2004

4121-7424-0687-5743

Page 1 of 1

**Account Summary**

Previous Balance	\$514.02
Payments, Credits and Adjustments	\$0.00
Transactions	\$58.00
Finance Charges	\$11.08
<b>New Balance</b>	<b>\$583.10</b>
Minimum Amount Due	\$83.10
Payment Due Date	August 02, 2004
Total Credit Line	\$500
Total Available Credit	\$0.00
Credit Line for Cash	\$500
Available Credit for Cash	\$0.00

**Payments, Credits and Adjustments**

**Transactions**

1	01 JUL	OVERLIMIT FEE	\$29.00
2	01 JUL	PAST DUE FEE	29.00

You were assessed a past due fee of \$29.00 on 07/01/2004 because your minimum payment was not received by the due date of 07/01/2004. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

**At your service**

To call Customer Relations or to report a lost or stolen card:  
**1-800-798-0363**

For free online account service and special customer offers, log on to:  
[www.capitalone.com](http://www.capitalone.com)

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

**EXHIBIT**

1

**Finance Charges**

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$520.31	.07096%	25.90%	\$11.08
CASH	\$0.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**Capital One®**

0000000 0 4121742406875743 01 0583100050000083100

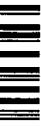
New Balance	\$583.10
Minimum Amount Due	\$83.10
Payment Due Date	August 02, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	4121-7424-0687-5743

*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 85147  
Richmond, VA 23276



054465  


#9018446451523852# MAIL ID NUMBER  
TRAVIS McDOWELL  
RR 1 BOX 576  
MORRISDALE PA 16858-9517  


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

**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 do not pay the New Balance indicated on 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 begins with a new purchase, finance charge of at least 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. **Accruing 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 daily balance of each segment to arrive at your total 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 on the day that are allocated to that segment. This gives us the average 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 and dividing by the number of days of the month 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. We then add up 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 (Bank Prime) appears on the front of this statement next to "Balance Rate Applied To," 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 P (Prime), L (3-mo. LIBOR) or G (3-mo. LIBOR, Repaid Monthly) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to 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 of this statement to cancel the membership fee to avoid paying the fee or receive such a credit to your account if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

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

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

7. **Internet Use.** 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 about your bill or if you believe there is an error, you may contact us or write to us on a separate sheet as soon as possible, giving the address or 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 of why you believe there is an error. 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 you see the merchant's advertisement for the property or service, 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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O1LGLBAK

VERIFICATION

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

Agent (TITLE) of Capital One, plaintiff herein, that (COMPANY)

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

  
(SIGNATURE)

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

CAPITAL ONE BANK

Plaintiff No. 2007-1897-CD

vs. PRAECIPE TO SETTLE AND DISCONTINUE  
WITH PREJUDICE

TRAVIS McDOWELL

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#05950918

FILED 1cc & 1 cert  
m/11/25 cm of disc issued  
FEB 27 2008 to Atty Molczan

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS CLEARFIELDCOUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2007-1897-CD

TRAVIS McDOWELL

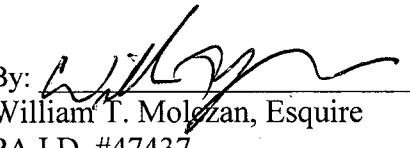
Defendant

**PRAECIPE TO SETTLE AND DISCONTINUE**

**TO THE PROTHONOTARY OF COUNTY:**

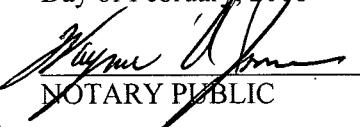
**Please kindly Settle and Discontinue the above captioned matter upon the records of the Court and  
mark the cost paid.**

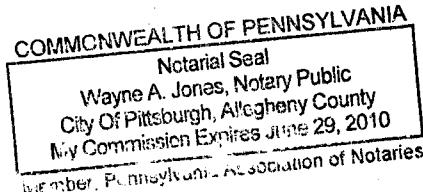
WELTMAN, WEINBERG & REIS CO., L.P.A.

By:   
William T. Molezan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#05950918

Sworn to and subscribed  
Before me the 25<sup>th</sup>  
Day of February, 2008

  
NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

*COPY*

**Capital One Bank**

Vs.  
**Travis McDowell**

**No. 2007-01897-CD**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 27, 2008, marked:

Settled and discontinued

Record costs in the sum of \$85.00 have been paid in full by Weltman, Weinberg & Reis.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 27th day of February A.D. 2008.

*William A. Shaw* wm  
William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103456  
NO: 07-1897-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK  
vs.  
DEFENDANT: TRAVIS MCDOWELL

FILED

APR 08 2008

03/08/08

William A. Shaw

Prothonotary/Clerk of Courts

SHERIFF RETURN

NOW, December 19, 2007 AT 1:59 PM SERVED THE WITHIN COMPLAINT ON TRAVIS MCDOWELL DEFENDANT AT 1629 SINGTON RD, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TRAVIS MCDOWELL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3111774	10.00
SHERIFF HAWKINS	WELTMAN	3111774	43.22

Sworn to Before Me This

Day of 2008  
2007

So Answers,

*Chester A. Hawkins*  
*by Marilyn Hamps*  
Chester A. Hawkins  
Sheriff