

08-190-CD
Capital One vs Amanda Graham

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

CAPITAL ONE BANK

Plaintiff

No: 08-190-CD

vs.

COMPLAINT IN CIVIL ACTION

AMANDA J GRAHAM

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
06317049 C N Pit SXM

FILED, Atty pd. 45.00
M 11/08/08
FEB 04 2008 ICC Sheriff
LM
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
AMANDA J GRAHAM
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 15000 CAPITAL ONE DRIVE RICHMOND , VA 23238 .

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

AMANDA J GRAHAM
3545 OLD ERIE PIKE
WEST DECATUR, PA 16878

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXXX9603 .

4. Defendant made use of said credit card and has a current balance due of \$1052.94 , as of December 20, 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 December 20, 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 , AMANDA J GRAHAM , INDIVIDUALLY , in the amount of \$1052.94 with continuing interest thereon at the rate of 25.900% per annum from December 20, 2007 plus costs.


James C Warmbrodt, 42524
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436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06317049 C N Pit SXM

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- Check your balance and available credit
- View your statement

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027-0402

CapitalOne®

Account Summary

Previous Balance	\$739.64
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$16.44
 New Balance	 \$785.08
Minimum Amount Due	\$785.08
Payment Due Date	September 25, 2006
Total Credit Line	\$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
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: Send inquiries to:
Attn: Remittance Processing Capital One
Capital One Bank P.O. Box 30285
P.O. Box 790216 SLC, UT 84136-0285
St. Louis, MO 63179-0216

Important Account Information

Take control and start paying your bill online for free. Eliminate the hassle of writing checks, finding stamps, and sealing envelopes. Everything you need to access, review, and pay your bill is available online. Our website offers you a convenient, simple, and secure way to manage your account. Visit www.capitalone.com and register your account to start simplifying your life today!

PLATINUM VISA ACCOUNT

4862-3625-4036-9603

JUL 26 - AUG 25, 2006

Page 1 of 1

Payments, Credits and Adjustments

Transactions

1	25 AUG	PAST DUE FEE	\$29.00
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You were assessed a past due fee of \$29.00 on 08/25/2006 because your minimum payment was not received by the due date of 08/25/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

EXHIBIT

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$747.56	.07096%	25.90%	\$16.44
CASH	\$1.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 4862362540369603 25 0785080152120785088

New Balance \$785.08
Minimum Amount Due \$785.08
Payment Due Date September 25, 2006
Total enclosed \$
Account Number: 4862-3625-4036-9603

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		

#9023839321652054# MAIL ID NUMBER
AMANDA J GRAHAM
3545 OLDERIE PYKE
WEST DECATUR PA 16878

001141

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

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

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

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

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



E-mail address:	<input type="text" value="XX"/>
<small>Please print clearly in black or blue ink. Your address should include an "@" sign and cannot contain any blank spaces. A ":" should have its own space.</small>	
Name:	AMANDA J GRAHAM
Account #:	4862362540369603
<small>Your privacy is protected at Capital One. You can feel secure knowing your e-mail address will never be sold or distributed without your consent. For more information about our privacy policy, please visit http://www.capitalone.com/parent/legal/privacy.shtml.</small>	

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2

1. **How To Avoid A Finance Charge.**
 - a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in full, for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. If you do not pay the total grace period on any transaction if you do not pay the total "New Balance."
 - b. **Avguing Finance Charge.** Transactions which are not subject to a grace period and assessed finance charge (1) on the day of the transaction, (2) from the date of the transaction is processed to your Account, (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. Finance charges may also be finance charged, even if you pay the entire balance, transfers made on or from 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 applied 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 applied to that segment to arrive at the total periodic finance charge for your account. To calculate 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 is given as 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 purchases segments are not added to the daily balances. We then divide the average daily balance by adding all the daily balances together and dividing by the total 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 for each segment. Then we divide the daily balance for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
3. **Annual Percentage Rate (APR).**
 - a. The term "Annual Percentage Rate" may appear as APR on the front of this statement.
 - b. If the code P (Prime), 1/3-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 latest 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, including 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 contact us to request a refund of the membership fee or pay the membership fee. To cancel your account, you may 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 register 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 pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account or 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 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 is paid in full as described 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 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 a transaction, you may write 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, account number, the dollar amount of the error, the date when you discovered 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 not obliged 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 filed a good faith consumer complaint 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 state or within 100 miles of your billing address. (If you own or operate the merchant, or if we are the merchant, 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). 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.

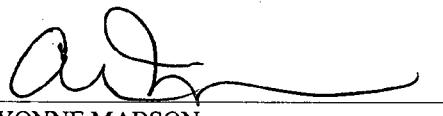
VERIFICATION

CAPITAL ONE BANK

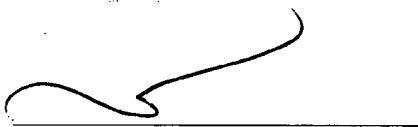
vs

GRAHAM, AMANDA J

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is, ARYONNE MABSON, 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.



ARYONNE MABSON



Notary Public

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

4862362540369603

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 #

103717

CAPITAL ONE BANK

Case # 08-190-CD

vs.

AMANDA J. GRAHAM

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW June 18, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO AMANDA J. GRAHAM, DEFENDANT. NEW: 128 N. FRONT ST., PHILIPSBURG, PA(CENTRE CO.).

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3228175	10.00
SHERIFF HAWKINS	WELTMAN	3228175	25.11

FILED
03:10pm
JUN 18 2008
cm

William A. Shaw
Prothonotary/Clerk of Courts

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

Sworn to Before me This

Day of _____ 2008

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

CAPITAL ONE BANK

Plaintiff

No: 08-190-CD

vs.

COMPLAINT IN CIVIL ACTION

AMANDA J GRAHAM

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
06317049 C N Pit SXM

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

FEB 04 2008

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

AMANDA J GRAHAM

Defendant

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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 15000 CAPITAL ONE DRIVE RICHMOND , VA 23238 .

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

AMANDA J GRAHAM
3545 OLD ERIE PIKE
WEST DECATUR, PA 16878

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXXX9603 .

4. Defendant made use of said credit card and has a current balance due of \$1052.94 , as of December 20, 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.

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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, AMANDA J GRAHAM, INDIVIDUALLY, in the amount of \$1052.94 with continuing interest thereon at the rate of 25.900% per annum from December 20, 2007 plus costs.


James C. Warmbrodt, 42524
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436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
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- Check your balance and available credit
- View your statement

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027-0402

CapitalOne

PLATINUM VISA ACCOUNT

JUL 26 - AUG 25, 2006

Page 1 of 1

Payments, Credits and Adjustments

Transactions

1 25 AUG PAST DUE FEE

\$29.00

You were assessed a past due fee of \$29.00 on 08/25/2006 because your minimum payment was not received by the due date of 08/25/2006. 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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Total Available Credit	\$0.00
Credit Line for Cash	\$400
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: Send inquiries to:
Attn: Remittance Processing Capital One
Capital One Bank Capital One
P.O. Box 790216 P.O. Box 34285
St. Louis, MO 63179-0216 SLC, UT 84130-0285

Important Account Information

Take control and start paying your bill online for free. Eliminate the hassle of writing checks, finding stamps, and sealing envelopes. Everything you need to access, review, and pay your bill is available online. Our website offers you a convenient, simple, and secure way to manage your account. Visit www.capitalone.com and register your account to start simplifying your life today!

EXHIBIT

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$747.56	.07096%	25.90%	\$16.44
CASH	\$0.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 0 4862362540369603 25 0785080152120785088

New Balance	\$785.08
Minimum Amount Due	\$785.08
Payment Due Date	September 25, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3625-4036-9603

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

Street	Ap. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		

#9023839321652054# MAIL ID NUMBER

AMANDA J GRAHAM
3545 OLDERIE PYKE
WEST DECATUR PA 16878

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

001141



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

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

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



E-mail address:	<input style="width: 600px; height: 20px; border: 1px solid black; border-radius: 5px; padding: 2px 10px; font-size: 10pt; font-family: sans-serif; margin-bottom: 5px;" type="text"/>	
<i>Please print clearly in black or blue ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.</i>		
Name:	AMANDA J GRAHAM	Account #:
<i>4862362540569603</i>		
<i>Your privacy is protected at Capital One. You can feel secure knowing your e-mail address will never be sold or distributed without your consent.</i>		
<i>For more information about our privacy policy, please visit http://www.capitalone.com/parent/legal/privacy.shtml.</i>		

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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 bank or credit card issuer during the grace period or on each advance 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 recorded, whichever is earlier, up to 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 do not pay for the period in which 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 your account as a minimum finance charge.

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 average of each segment of your account (new purchases, advances, purchases, special transfers, and special purchases) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment and 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 made as of the date of the transaction to those amounts. This gives us the separate daily balance for each segment of your account. However, if you paid off New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchases segments 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 of the day 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 word "2" or "3" appears on the front of this statement next to "Balance Run 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 "Interest Rate Applied To", we also subtract any unpaid finance charges from the balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

Annual Percentage 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 Reproduced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary 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 each month.

Assessment of Late, Overlimit and Returned Payment Fees: Your account will be assessed no more than two of the fees listed below for any late payment and no more than one fee in any month. In addition, in the event of a change in the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date of this statement to notify us to you are paying, or will be paying, for the credit to you if you renew 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. If you do not pay your "New Balance" in full 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. If you do not cancel your account and still 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 cancel the account or at the time you have submitted to us your request to close the account. This may result in a charge appearing on your account after you have requested the account to be closed or the beginning of

‡, † 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 have the right not to pay the remaining amount due on the account. 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 a store, we do not have to honor your request for an advertisement for that 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). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other manner 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

GRAHAM, AMANDA J

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is, ARYONNE MABSON, 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.


ARYONNE MABSON


Notary Public

ARYONNE MABSON
HENRY COUNTY, OHIO
MY COMMISSION EXPIRES
OCTOBER 24TH, 2010

4862362540369603

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 No. 08-190-CD

vs.

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

AMANDA J GRAHAM

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#06317049

S **FILED** ICC & I Cert of
m/11/45 Lm disc issued to
MAR 30 2009 Atty Molczan
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA) ,NA

Plaintiff

vs.

Civil Action No. 08-190-CD

AMANDA J GRAHAM

Defendant

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

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

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

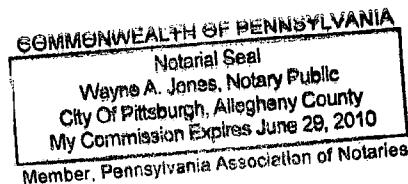
By: Will T. My
Attorney for Plaintiff
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06317049

SWORN TO AND SUBSCRIBED

before me this 17th day

of MARCH 2009

Wayne A. Jones
NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPIED

Capital One Bank (USA), NA

Vs.
Amanda J. Graham

No. 2008-00190-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 March 30, 2009, marked:

Settled, discontinued and ended without prejudice

Record costs in the sum of \$95.00 have been paid in full by James C. Warmbrodt Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 30th day of March A.D. 2009.

William A. Shaw

LM

William A. Shaw, Prothonotary