

08-192-CD

Capital One vs Elaine Saltzman

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

CAPITAL ONE BANK

Plaintiff

No: 08-192-CD

vs.

COMPLAINT IN CIVIL ACTION

ELAINE SALTSMAN

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 1400  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
06204813 C A Pit SGM

March 25, 2008 Document

Reinstated/Reissued to Sheriff/Attorney  
for service.

William A. Shaw, Jr.  
Deputy Prothonotary

FILED Atty pd. \$95.00  
m11.30  
FEB 04 2008 ice 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

ELAINE SALTSMAN

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:

ELAINE SALTSMAN  
963 FRENCHVILLE RD  
FRENCHVILLE, PA 16836

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXX8679 .

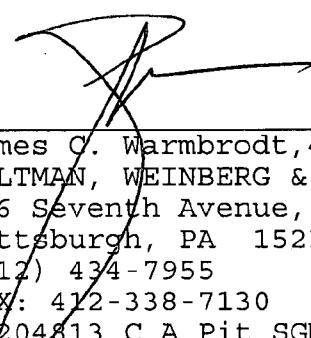
4. Defendant made use of said credit card and has a current balance due of \$1683.55 , as of January 23, 2008 .

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 25.740% per annum on the unpaid balance from January 23, 2008 . 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 , ELAINE SALTSMAN , INDIVIDUALLY , in the amount of \$1683.55 with continuing interest thereon at the rate of 25.740% per annum from January 23, 2008 plus costs.

  
James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 1400  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
06204813 C A Pit SGM

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.

045

## R9 CREDIT RATING

**CapitalOne**  
what's in your wallet?\*

06204813

## Your account is about to charge off as a bad debt.

- We report an R9 rating to credit bureaus when an account charges off.
- Lenders and employers nationwide can access credit bureau reports.
- An R9 will limit our ability to offer you financial solutions.
- You will still be responsible for repaying the debt.

### Good news – it's not too late.

- Call 1-800-955-6600 for payment options.
- Pay with our free Check by Phone service.
- 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 remittance 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.

045-0404

**CapitalOne**

GOLD VISA ACCOUNT  
4388-6420-9395-8679

SEP 18 - OCT 17, 2004  
Page 1 of 1

#### Account Summary

Previous Balance	\$822.69
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$17.59
 New Balance	 \$875.28
Minimum Amount Due	\$875.28
Payment Due Date	November 17, 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	17 OCT	CAPITAL ONE MONTHLY MEMBER FEE	\$6.00
2	17 OCT	PAST DUE FEE	29.00

You were assessed a past due fee of \$29.00 on 10/17/2004 because your minimum payment was not received by the due date of 10/16/2004. 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:  
**1-800-903-3637**

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 85147  
P.O. Box 85015  
Richmond, VA 23276 Richmond, VA 23285-5015

#### Important Account Information

Want to make a difference this November? VOTE! Your vote is important, so get out there on November 2. Only you can make sure your voice is heard. Every vote counts!

**EXHIBIT**

"10"

#### Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$831.35	.07052% P	25.74%	\$17.59
CASH	\$0.00	.07052% P	25.74%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.74%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne**

0000000 0 4388642093958679 17 0875280020000875286

New Balance	\$875.28
Minimum Amount Due	\$875.28
Payment Due Date	November 17, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	4388-6420-9395-8679

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 <input type="text"/>		

577535

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



057753

#9029157230189843# MAIL ID NUMBER  
ELAINE SALTSMAN  
PO BOX 112  
FRENCHVILLE PA 16836-0112



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.** *Periodic. You are given 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 balance 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 posted to your account. If you do not pay the first calendar day of the month in the 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 paid the "New Balance" in full, based on the front of your statement to 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 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 month.

**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 your average daily periodic rate(s) that have been previously disclosed to you. To get the daily balance 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 of these daily calculations to arrive at your 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. We then take the beginning 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 balance. 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, which does not 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 balance of 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 F (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the 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) appears on the front of this statement next to the periodic rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.*

*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. You have the 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 consider closing your account without paying 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 receiving a charge your authorization to renew your account. Additionally, you will be charged until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for the amount whether it appears 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 payment from them in a manner other than your account has been closed, your account will be reopened, 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 amount of the fee has been paid in full as defined above.

**7. Using Your Account.** Your card or account cannot be used in connection with any internet gambling transaction.

**8. Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to deposit the amount from your check directly into an account or to withdraw funds 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 our Customer Relations Department on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: the name and address of the merchant, the amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you do have the right to pay the parts of your bill that are not in question. While we are investigating your question, we cannot report you as delinquent or take any action to collect the amount you question.

**‡ Special Rule For Credit Card Purchases**

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

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

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

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VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is Nathaniel Rock  
(NAME)  
authorized agent of Capital One Bank, plaintiff herein, that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

Nathaniel Rock  
(SIGNATURE)

WWR# 6204813

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

CAPITAL ONE BANK

Plaintiff No. 08-192-CD

vs. PRAECLP TO REINSTATE COMPLAINT

ELAINE SALTSMAN

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#6204813

FILED Atty pd.  
3/12/2008 7:00  
MAR 25 2008  
S 1001 Compl  
William A. Shaw  
Prothonotary/Clerk of Courts  
Reinstated to  
Sheriff

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 08-192-CD

ELAINE SALTSMAN

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 #6204813

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

CAPITAL ONE BANK

Plaintiff No: 08-192-CD  
VS. COMPLAINT IN CIVIL ACTION

ELAINE SALTSMAN

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 1400  
Pittsburgh, PA 15219  
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CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff  
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CLEARFIELD COUNTY COURTHOUSE  
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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:

ELAINE SALTSMAN  
963 FRENCHVILLE RD  
FRENCHVILLE, PA 16836

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXX8679 .

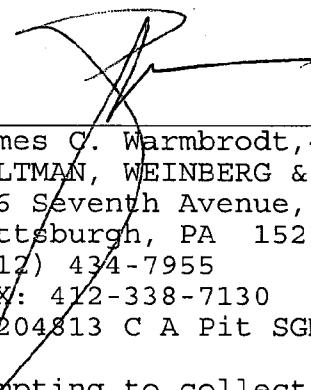
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Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , ELAINE SALTSMAN , INDIVIDUALLY , in the amount of \$1683.55 with continuing interest thereon at the rate of 25.740% per annum from January 23, 2008 plus costs.

  
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436 Seventh Avenue, Suite 1400  
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FAX: 412-338-7130  
06204813 C A Pit SGM

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06204813

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- If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.  
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045-0404

CapitalOne®

## GOLD VISA ACCOUNT

4388-6420-9395-8679

SEP 18 - OCT 17, 2004

Page 1 of 1

## Account Summary

Previous Balance	\$822.69
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## Payments, Credits and Adjustments

## Transactions

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

## Important Account Information

Want to make a difference this November? VOTE! Your vote is important, so get out there on November 2. Only you can make sure your voice is heard. Every vote counts!

EXHIBIT

10

## Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$831.35	.07652% P	25.74%	\$17.59
CASH	\$0.00	.07052% P	25.74%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.74%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 4388642093958679 17 0875280020000875286

New Balance	\$875.28
Minimum Amount Due	\$875.28
Payment Due Date	November 17, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	4388-6420-9395-8679

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

#9029157230189843# MAIL ID NUMBER  
ELAINE SALTSMAN  
PO BOX 112  
FRENCHVILLE PA 16836-0112

057753

<p><b>1. How To Avoid A Finance Charge.</b></p> <p>†<b>a. Grace Period.</b> 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 payment below, in full 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."</p> <p><b>b. According Finance Charge.</b> Transactions which are not subject to a grace period and assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to the end of the month or 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 balance in full 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.</p> <p><b>c. Minimum Finance Charge.</b> For each billing period that you are subject to a finance charge, a minimum FINANCIAL CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of our 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.</p> <p><b>d. Temporary Reduction in Finance Charge.</b> We reserve the right, to not assess any or all finance charges for any given billing period.</p> <p><b>e. Average Daily Balance (including New Purchases).</b></p> <p>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 number of days in the current billing period that have been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at your 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 results in a 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 your average daily balance by adding all daily balances together and dividing them by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between the calculation and the amount of finance charge actually assessed.</p> <p>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</p>	<p>periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment, which do not 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 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.</p> <p><b>3. Annual Percentage Rate (APR).</b></p> <p>a. The term "Annual Percentage Rate" may appear as:</p> <p>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 stated indices, as found in <i>The Wall Street Journal</i>, 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.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repriced Monthly) appears on the front of your statement next to the periodic 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 <i>The Wall Street Journal</i>, 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.</p> <p><b>4. Assessment of Late, Overlimit and Returned Payment Fees.</b></p> <p>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.</p> <p><b>5. Renewing Your Account.</b> If a membership fee appears on the front of this statement, we have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to your account. If you cancel your account during this period, we may continue to use your account until we have received notice by us 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.</p> <p><b>6. If You Close Your Account.</b> 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 have all amounts due and owing, including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close your account or at any time thereafter, including 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</p>	<p>your account if it has already been closed. For example, if you authorized a purchase from a merchant and we received payment from the merchant after your account has been closed, your account will be reopened, 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.</p> <p><b>7. Use of Your Account.</b> Your card or account cannot be used in connection with any internet gambling transactions.</p> <p><b>8. Notice About Electronic Check Conversion.</b> 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.</p> <p><b>BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill)</b></p> <p>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 billing shown on the front of this statement. We must hear from you within 60 days after we send 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 in dispute, a description of the error and an explanation, if possible, 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 a customer or take any action to collect the amount you question.</p> <p><b>† Special Rule For Credit Card Purchases</b></p> <p>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 to a refund of the 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.</p> <p><b>† Does not apply to consumer non-credit card accounts</b></p> <p><b>‡ Does not apply to business non-credit card accounts</b></p> <p>Capital One respects information privacy protection: see our website at <a href="http://www.capitalone.com">www.capitalone.com</a>. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 01GLBAK</p>
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VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is Nathaniel Rock  
(NAME)  
authorized agent of Capital One Bank, plaintiff herein, that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

Nathaniel Rock  
(SIGNATURE)

WWR# 6204813

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

CAPITAL ONE BANK

Plaintiff

No. 08-192-CD

vs.

PRAECIPE TO SETTLE, DISCONTINUE  
AND END WITHOUT PREJUDICE TO REFILE

ELAINE SALTSMAN

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.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#06204813

FILED 1cc + 1Cert of  
m/12:00 pm disc issued  
MAY 29 2008 to AAA  
LM Warmbrodt  
William A. Shaw  
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 08-192-CD

ELAINE SALTSMAN

Defendant

PRAECIPE TO SETTLE, DISCONTINUE  
AND END WITHOUT PREJUDICE TO REFILE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

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

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

By:   
Attorney for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#06204813

SWORN TO AND SUBSCRIBED

before me this 22 day

of May, 2008

  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Jennifer M. Borowski, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires Feb. 22, 2012  
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

*COPY*

**Capital One Bank**

Vs.  
**Elaine Saltsman**

**No. 2008-00192-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 May 29, 2008, marked:

Settled, Discontinued and Ended without prejudice to refile

Record costs in the sum of \$102.00 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 29th day of May A.D. 2008.



cm

William A. Shaw, Prothonotary

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

Service # 1 of 1 Services

Sheriff Docket #

**103718**

CAPITAL ONE BANK

Case # 08-192-CD

vs.

ELAINE SALTSMAN

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW June 18, 2008 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO ELAINE SALTSMAN, DEFENDANT. ATTEMPTED, NO RESPONSE

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3273965	10.00
SHERIFF HAWKINS	WELTMAN	3273965	30.16



**FILED**

03:10pm  
JUN 18 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before me This

So Answers,

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

*Chester A. Hawkins  
by Melynn Harry*  
Chester A. Hawkins  
Sheriff

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

CAPITAL ONE BANK

Plaintiff

No: 08-192-CJ

vs.

COMPLAINT IN CIVIL ACTION

ELAINE SALTSMAN

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 1400  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
06204813 C A Pit SGM

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. Lash*  
Prothonotary/  
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff  
vs. Civil Action No

ELAINE SALTSMAN

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:

ELAINE SALTSMAN  
963 FRENCHVILLE RD  
FRENCHVILLE, PA 16836

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXX8679 .

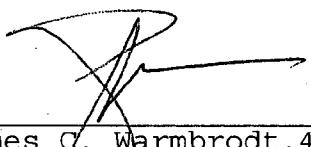
4. Defendant made use of said credit card and has a current balance due of \$1683.55 , as of January 23, 2008 .

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 25.740% per annum on the unpaid balance from January 23, 2008 . 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 , ELAINE SALTSMAN , INDIVIDUALLY , in the amount of \$1683.55 with continuing interest thereon at the rate of 25.740% per annum from January 23, 2008 plus costs.

  
James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 1400  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
06204813 C A Pit SGM

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.

06204813

**Your account is about to charge off as a bad debt.**

- We report an R9 rating to credit bureaus when an account charges off.
- Lenders and employers nationwide can access credit bureau reports.
- An R9 will limit our ability to offer you financial solutions.
- You will still be responsible for repaying the debt.

**Good news – it's not too late.**

- Call 1-800-955-6600 for payment options.
- Pay with our free Check by Phone service.
- 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 remittance 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.

045-0404

**CapitalOne**

GOLD VISA ACCOUNT

SEP 18 - OCT 17, 2004

4388-6420-9395-8679

Page 1 of 1

**Account Summary**

Previous Balance	\$822.69
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$17.59
New Balance	\$875.28
Minimum Amount Due	\$875.28
Payment Due Date	November 17, 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	17 OCT	CAPITAL ONE MONTHLY MEMBER FEE	\$6.00
2	17 OCT	PAST DUE FEE	29.00

You were assessed a past due fee of \$29.00 on 10/17/2004 because your minimum payment was not received by the due date of 10/16/2004. 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:  
**1-800-903-3637**

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

Send payments to:  
Attn: Remittance Processing  
Capital One Services  
P.O. Box 85147  
Richmond, VA 23276

Send inquiries to:  
Capital One Services  
P.O. Box 85015  
Richmond, VA 23285-5015

**Important Account Information**

Want to make a difference this November? VOTE! Your vote is important, so get out there on November 2. Only you can make sure your voice is heard. Every vote counts!

**EXHIBIT**

11

**Finance Charges**

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$831.35	.07052% P	25.74%	\$17.59
CASH	\$0.00	.07052% P	25.74%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.74%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne**

0000000 0 4388642093958679 17 0875280020000875286

New Balance	\$875.28
Minimum Amount Due	\$875.28
Payment Due Date	November 17, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	4388-6420-9395-8679

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		

057753

#9029157230189843# MAIL ID NUMBER  
ELAINE SALTSMAN  
PO BOX 112  
FRENCHVILLE PA 16836-0112

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

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

<p><b>1. How To Avoid A Finance Charge.</b></p> <p><sup>†</sup>a. <b>Grace Period.</b> 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 full, by the date of the next statement closing date, 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."</p> <p>b. <b>Unpaid Finance Charge.</b> 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 the unpaid balance until the total 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.</p> <p>c. <b>Partial Finance Charge.</b> For each billing period that your account has an unpaid balance, a minimum 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.</p> <p>d. <b>Waiver of Reduction in Finance Charge.</b> We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. <b>Average Daily Balance (Including New Purchases).</b></p> <p>a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance purchases, special transfer, and special purchase) by the corresponding daily periodic rate(s) that were 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 result of these daily calculations to arrive at your periodic finance charge for the total account. We then subtract the results from each segment to arrive at the 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) for that segment to the daily balance. 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.</p> <p>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</p>	<p>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 add any new purchases to each segment to the beginning balance of each segment.) This gives us the daily balance for 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.</p> <p>3. <b>Annual Percentage Rate (APR).</b></p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Prime), I (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 monthly and may increase or decrease based on the stated indices found in <i>The Wall Street Journal</i>, 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.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR) 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 <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period ending in the months February, May, August and November.</p> <p>4. <b>Assessment of Late, Overlimit and Returned Payment Fees.</b> 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 assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. <b>Renewing Your Account.</b> 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 your account. If you do not pay the fee within 30 days of the period it appears on the front of this statement, 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.</p> <p>6. <b>If You Close Your Account.</b> 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. 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 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</p>
<p><sup>†</sup> Does not apply to consumer non-credit card accounts</p> <p><sup>‡</sup> Does not apply to business non-credit card accounts</p>	<p>If you have a problem with the quality of property or service that you purchased with a credit card and you have tried in good faith to contact the provider with the merchant, you may have the right 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.</p>

57753S

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

Nathaniel Rock  
(SIGNATURE)

WWR# 6204813

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103950  
NO: 08-192-CD  
SERVICE # 1 OF 1  
PRAECLPCE & COMPLAINT

PLAINTIFF: CAPITAL ONE BANK  
vs.  
DEFENDANT: ELAINE SALTSMAN

**SHERIFF RETURN**

NOW, April 01, 2008 AT 10:22 AM SERVED THE WITHIN PRAECLPCE & COMPLAINT ON ELAINE SALTSMAN DEFENDANT AT 81 PINE LN, LECONTE'S MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RODNEY SMITH, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL PRAECLPCE & COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

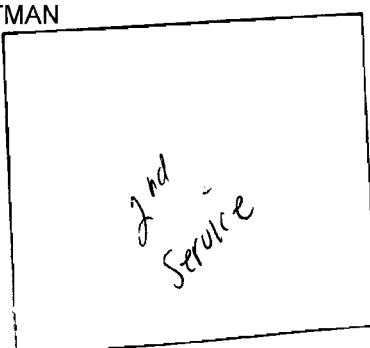
SERVED BY: HUNTER / DEHAVEN

**FILED**

8/3/10 cm  
JUN 18 2008

LM  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8670043	10.00
SHERIFF HAWKINS	WELTMAN	8670043	22.13



Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins  
by Marlyn Hauer*  
Chester A. Hawkins  
Sheriff