

08-229-CD

Capital One vs Madeline J. Bajor

135895

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FILED

CAPITAL ONE BANK
(Plaintiff)

c/o 2417 Welsh Road Suite 21 #520
(Street Address)

Phila., PA 19114

(City, State ZIP)

CIVIL ACTION

No. 2008-229-CD

Type of Case: CIVIL

Type of Pleading: COMPLAINT

vs.

Madelene J. BAILOR
(Defendant)

1217 GRAHAM Rd

(Street Address)

Woodland PA 16881

(City, State ZIP)

Filed on Behalf of:

CAPITAL ONE BANK
(Plaintiff/Defendant)

David J. Apotheker, Esquire

(Filed by)

2417. Welsh Road Suite 21 #520

(Address) Phila., PA 19114

215-634-8920

(Phone)

(Signature)

FEB 08 2008

11:35 (w)

William A. Shaw
Prothonotary/Clerk of Courts

1 cent to Army
1 cent to Sheriff

Our File No.: 135895
APOTHAKER & ASSOCIATES, P.C.
BY: David J. Apothaker, Esq.
Attorney I.D.#38423
2417 Welsh Road, Suite 21 #520
Philadelphia, PA 19114
(215) 634-8920
Attorneys for Plaintiff

CAPITAL ONE BANK
c/o Apotheker & Associates, P.C.
2417 Welsh Road, Suite 21 #520
Philadelphia, PA 19114

Plaintiff,
vs.

MADELINE J BAILOR
1217 GRAHAM RD
WOODLAND, PA 16881-9032
Defendant.

NOTICE

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 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.

CLEARFIELD COUNTY BAR ASSOCIATION
Lawyer Referral and Information Service
814-765-2641

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o con un abogado y entregar a la corte en forma escrita sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted compla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

CLEARFIELD COUNTY BAR ASSOCIATION
Lawyer Referral and Information Service
814-765-2641

APOTHAKER & ASSOCIATES, P.C.
BY: David J. Apothaker, Esq.
Attorney I.D.#38423
2417 Welsh Road, Suite 21 #520
Philadelphia, PA 19114
(215) 634-8920
Attorneys for Plaintiff

CAPITAL ONE BANK
c/o Apothaker & Associates, P.C.
2417 Welsh Road, Suite 21 #520
Philadelphia, PA 19114

Plaintiff,

vs.

MADELINE J BAILOR
1217 GRAHAM RD
WOODLAND, PA 16881-9032

Defendant.

) COURT OF COMMON PLEAS
) CLEARFIELD COUNTY
)
) NO.:
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**CIVIL ACTION COMPLAINT
FIRST COUNT**

1. Plaintiff, CAPITAL ONE BANK, is a company with its principal place of business located at c/o Apothaker & Associates, P.C., 2417 Welsh Road, Suite 21 #520, Philadelphia, PA 19114.

2. Defendant is MADELINE J BAILOR, an adult individual residing at 1217 GRAHAM RD WOODLAND, PA 16881-9032.

3. At the special instance and request of Defendant, Plaintiff sold and delivered to Defendant goods and/or services at the times, of the kinds, in the quantities, and for the prices set forth in Plaintiff's records. A true and correct copy of which is attached hereto, incorporated herein by reference and designated Exhibit "A".

4. Defendant received and accepted the goods and/or services described in Exhibit "A".

5. The prices set forth in Exhibit "A" are the fair, reasonable and market prices for said goods and/or services, and the prices which Defendant agreed to pay.

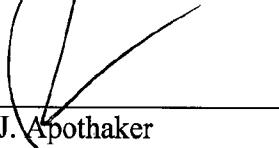
6. All credits, if any, to which Defendant is entitled, are set forth in Exhibit "A".

7. In addition, Plaintiff avers that Defendant has failed and continues to fail to make any payments, leaving a balance due and owing of \$2,160.93.

8. Although demand has been made, Defendant has failed to make payment of the amount due as above.

WHEREFORE, Plaintiff demands judgment in favor of Plaintiff and against Defendant(s) for the sum of \$2,160.93 and requests this Court award Plaintiff attorney's fees and costs to the extent permitted by applicable law.

APOTHAKER & ASSOCIATES, P.C.
Attorney for Plaintiff
A Law Firm Engaged in Debt Collection

BY: 
David J. Apothaker

Dated: 1/24/2008

Our File No.: 135895

VERIFICATION

Andy Feltig, hereby states that I am Agent for plaintiff in this action, and that I am authorized to take this Verification, and that the statements made in the foregoing Civil Action Complaint are true and correct to the best of my knowledge, information, and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S.A. 4904 relating to unsworn falsification to authorities.

Andy Feltig

DATE:

Keep your
Finances Fit

- Know your credit limit and the amount of credit available for your use.
- Maintain a good credit history...it affects more areas of your life than just your ability to get a credit card.
- Use a budget to help you see what you can afford to buy now and to help you save for the future.
- Understand that the cost of credit includes fees as well as interest.
- Request a copy of your credit report from a credit reporting bureau regularly.

KYFF-1001

CapitalOne

PLATINUM MASTERCARD ACCOUNT

FEB 18 - MAR 17, 2005

5178-0523-9051-5308

Page 1 of 1

Account Summary

Previous Balance	\$1,188.67
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$23.84
 New Balance	 \$1,247.51
Minimum Amount Due	\$1,247.51
Payment Due Date	April 16, 2005
Total Credit Line	\$750
Total Available Credit	\$0.00
Credit Line for Cash	\$750
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 Services
 Capital One Bank P.O. Box 85015
 P.O. Box 790216 Richmond, VA 23285-5015
 St. Louis, MO 63179-0216

Important Account Information

Please review the important information enclosed with your statement and keep a copy for your records.

Payments, Credits and Adjustments**Transactions**

1 17 MAR	PAST DUE FEE	\$35.00
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We will be changing how we allocate payments and credits to your account no sooner than your June 2005 billing period. As stated in your Customer Agreement, this may include allocation to balances with lower annual percentage rates (A.P.R.s) before balances with higher A.P.R.s. Please call the number on the back of your credit card if you have questions about the specific changes to your account.

You were assessed a past due fee of \$35.00 on 03/17/2005 because your minimum payment was not received by the due date of 03/17/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Due to the past-due status on one or more of your Capital One account(s) ending in 5308, 5387, your charging privileges on these accounts have been suspended in accordance with your Customer Agreement(s). As soon as these accounts are back in good standing, charging privileges on these accounts will be restored within 7-10 days. For up-to-date payment-due information, you can call 1-800-955-7070. If you've already made your payment(s), please disregard this message. Thank you.

Finance Charges		Please see reverse side for important information		
		Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES	\$455.07	\$455.07	.07096%	25.90%
CASH	\$745.05	\$745.05	.07096%	25.90%

ANNUAL PERCENTAGE RATE applied this period **25.90%**

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 0 5178052390515308 17 1247510020001247514

New Balance	\$1,247.51
Minimum Amount Due	\$1,247.51
Payment Due Date	April 16, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0523-9051-5308

Please print address changes below using blue or black ink.

Street	Apt. #
City	State, ZIP
Home Phone	Alternate Phone

#9007748982432138# MAIL ID NUMBER

MADELINE J BAILOR
 PO BOX 116
 WOODLAND PA 16881-0116

002943



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

Capital One Bank,
Plaintiff

vs.

Madeline J. Bailor,
Defendant

*

* NO.: 08-229

*

* Type of Case: Civil

*

* Type of Pleading: Preliminary
* Objections

*

* Filed on Behalf of: Madeline J., Bailor

*

* Counsel of Record for this Party:

* Robin Jean Foor, Esquire

*

* Supreme Court No.: 41520

*

* MidPenn Legal Services

* 211 East Locust Street

* Clearfield, PA 16839

* (814)765-9646

FILED 3cc
012:45 pm Att'y Foor
MAR 05 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Capital One Bank,	:
	:
Plaintiff	: Civil Action
	:
vs.	: No. 08-229-CD
	:
Madeline J. Bailor,	:
	:
Defendant	:

DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S COMPLAINT

Pursuant to Pa. R.C.P. No. 1028(c), Defendant Madeline J. Bailor, by and through her attorneys, Robin Jean Foor, and MidPenn Legal Services preliminarily objects to Plaintiff's Complaint and moves for its dismissal as follows:

I. PRELIMINARY OBJECTIONS RAISING FAILURE OF A PLEADING TO CONFORM TO LAW OR RULE OF COURT Pa. R.C.P. 1028 (a)(2)

1. Pennsylvania Rule of Civil Procedure 1019(i) states that "when a claim is based on upon a writing, the pleader shall attach a copy of the writing or the material part thereof..."
2. Plaintiff is listed as Capital One. However, the address listed is the address of the Apothaker & Associates.
3. Plaintiff believes and therefore alleges that this account has actually been assigned.
4. Such assignment must be in writing and the writing attached to the complaint, as required by Pa.R.C.P. No. 1019(h) and (i).
5. Plaintiff filed a Complaint demanding damages in the amount of \$ 2,160.93 plus attorney fees and costs.

6. Plaintiff has failed to attach to the Complaint a signed written contract between Plaintiff and Defendant. Such writing would form the very core of Plaintiff's case, but such writing has not been appended to the Complaint, nor its absence explained, as required by Pa.R.C.P. No. 1019(h) and (i).

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objections and dismiss Plaintiff's Complaint.

II. PRELIMINARY OBJECTION RAISING INSUFFICIENT SPECIFICITY IN A PLEADING Pa. R.C.P. 1028 (a)(3)

1. The Complaint contains alleged claims for money owed but fails to provide adequate documentation or accounting of charges allegedly made by Defendant, which would support Plaintiff's claim of damages, such as a breakdown of charges, payments, and interest, so that Defendant can properly formulate a response and assert any counterclaims.

2. The Complaint is deficient in reciting factual averments and Defendant is without information upon which she can premise a meaningful response and formulate a defense.

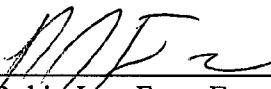
WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objections and dismiss Plaintiff's Complaint.

Respectfully submitted,

MidPenn Legal Services
Attorneys for Defendant

3-5-08

Date

BY: 
Robin Jean Foor, Esquire
ID# 41520

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

Capital One Bank,
Plaintiff

vs.

Madeline J. Bailor,
Defendant

*

* NO.: 08-229

*

* Type of Case: Civil

*

* Type of Pleading: Certificate of
Service

*

* Filed on Behalf of: Madeline J., Bailor

*

* Counsel of Record for this Party:

* Robin Jean Foor, Esquire

*

* Supreme Court No.: 41520

*

* MidPenn Legal Services

* 211 East Locust Street

* Clearfield, PA 16839

* (814)765-9646

FILED, cc AAY
03:30pm Four
MAR 07 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Capital One Bank, :
: Plaintiff : Civil Action
: vs. : No. 08-229-CD
: Madeline J. Bailor, :
: Defendant :
:

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 5th day of March, 2008, I served a copy of the Preliminary Objections filed in that above captioned matter to the following individual by first class mail, postage prepaid:

David J. Apothaker, Esquire
2417 Welsh Road, Suite 21 #520
Philadelphia, PA 19114



Robin Jean Foor
PA ID # 41520
MidPenn Legal Services Inc.
211 East Locust Street
Clearfield, PA 16803
(814)765-9646

Our File No.: 135895
APOTHAKER & ASSOCIATES, P.C.
BY: Kimberly F. Scian, Esquire
Attorney I.D.# 55140
2417 Welsh Road, Suite 21 #520
Philadelphia, PA 19114
(215) 634-8920
Attorneys for Plaintiff

CAPITAL ONE BANK
c/o Apothaker & Associates, P.C.
2417 Welsh Road, Suite 21 #520
Philadelphia, PA 19114

Plaintiff,

vs.

MADELINE J BAILOR
1217 GRAHAM RD
WOODLAND, PA 16881-9032
Defendant.

) COURT OF COMMON PLEAS
) CLEARFIELD COUNTY
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FILED 2cc Atty.
M/11/55 cm
MAR 24 2008
LM

William A. Shaw
Prothonotary/Clerk of Courts

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CLEARFIELD COUNTY BAR ASSOCIATION
Lawyer Referral and Information Service
814-765-2641

AVISO

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CLEARFIELD COUNTY BAR ASSOCIATION
Lawyer Referral and Information Service
814-765-2641

APOTHAKER & ASSOCIATES, P.C.
BY: Kimberly F. Scian, Esquire
Attorney I.D.# 55140
2417 Welsh Road, Suite 21 #520
Philadelphia, PA 19114
(215) 634-8920
Attorneys for Plaintiff

CAPITAL ONE BANK
c/o Apothaker & Associates, P.C.
2417 Welsh Road, Suite 21 #520
Philadelphia, PA 19114
Plaintiff,
vs.

MADELINE J BAILOR
1217 GRAHAM RD
WOODLAND, PA 16881-9032
Defendant.

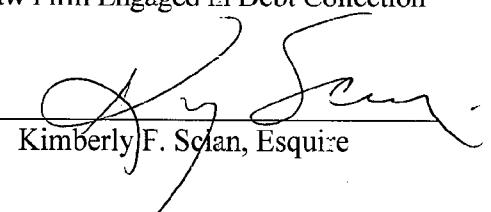
) COURT OF COMMON PLEAS
) CLEARFIELD COUNTY
)
) NO.: 2008-229-CD
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**AMENDED COMPLAINT
FIRST COUNT**

1. Plaintiff, CAPITAL ONE BANK, is a company with its principal place of business located at c/o Apothaker & Associates, P.C., 2417 Welsh Road, Suite 21 #520, Philadelphia, PA 19114.
2. Defendant is MADELINE J BAILOR, an adult individual residing at 1217 GRAHAM RD WOODLAND, PA 16881-9032.
3. Defendant applied for and received a credit card from Capital One Bank, account number 5178052390515308.
4. Defendant used the credit card, account number 5178052390515308, and as of February 02, 2008 there was an outstanding balance due and owing in the amount of \$2,160.93.
5. Attached hereto as Exhibit "A" and incorporated by reference herein are Credit Card Statements.
6. In addition, Plaintiff avers that Defendant has failed and continues to fail to make any payments, leaving a balance due and owing of \$2,160.93.
7. Although demand has been made, Defendant has failed to make payment of the amount due as above.

WHEREFORE, Plaintiff demands judgment in favor of Plaintiff and against Defendant(s) for the sum of \$2,160.93 and requests this Court award Plaintiff attorney's fees and costs to the extent permitted by applicable law.

APOTHAKER & ASSOCIATES, P.C.
Attorney for Plaintiff
A Law Firm Engaged in Debt Collection

BY: 
Kimberly F. Scolan, Esquire

Dated: 3/19/2008

Our File No.: 135895

VERIFICATION

Randy Volny, hereby states that I am Agui for plaintiff in this action, and that I am authorized to take this Verification, and that the statements made in the foregoing Civil Action Complaint are true and correct to the best of my knowledge, information, and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S.A. 4904 relating to unsworn falsification to authorities.

Randy Volny

DATE:

APOTHAKER & ASSOCIATES, P.C.

BY: Kimberly F. Scian, Esquire

Attorney I.D.# 55140

2417 Welsh Road, Suite 21 #520

Philadelphia, PA 19114

(215) 634-8920

Attorney for Plaintiff

CAPITAL ONE BANK

) COURT OF COMMON PLEAS

) CLEARFIELD COUNTY

)

Plaintiff,

)

vs

)

) NC.: 2008-229-CD

)

MADELINE J BAILOR

)

)

)

Defendant.

)

)

CERTIFICATION OF SERVICE

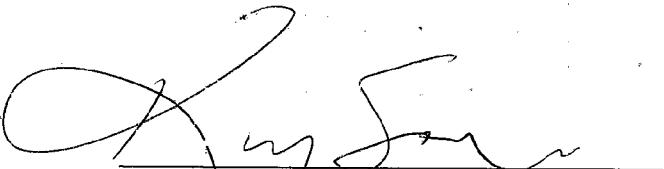
I, Kimberly F. Scian, Esquire, attorney for Plaintiff, certify that on 3/19/2008, I mailed a copy of the

Amended Complaint by Regular mail to

ROBIN JEAN FOOR, ESQUIRE

211 EAST LOCUST STREET

CLEARFIELD, PA 16830



Kimberly F. Scian, Esquire
Attorney for Plaintiff

Date: 3/19/2008

Our File No.: 135895

Keep your
Finances Fit

- Know your credit limit and the amount of credit available for your use.
- Maintain a good credit history...it affects more areas of your life than just your ability to get a credit card.
- Use a budget to help you see what you can afford to buy now and to help you save for the future.
- Understand that the cost of credit includes fees as well as interest.
- Request a copy of your credit report from a credit reporting bureau regularly.

KYFF-1001

CapitalOne®

PLATINUM MASTERCARD ACCOUNT

5178-0523-9051-5308

DEC 18, 2004 - JAN 17, 2005

Page 1 of 1

Account Summary

Previous Balance	\$1,069.80
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$23.78
 New Balance	 \$1,128.58
Minimum Amount Due	\$378.58
Payment Due Date	February 17, 2005
Total Credit Line	\$750
Total Available Credit	\$0.00
Credit Line for Cash	\$750
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments**Transactions**

1 17 JAN	PAST DUE FEE	\$35.00
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You were assessed a past due fee of \$35.00 on 01/17/2005 because your minimum payment was not received by the due date of 01/17/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Due to the past-due status on one or more of your Capital One account(s) ending in 5308, 5387, your charging privileges on these accounts have been suspended in accordance with your Customer Agreement(s). As soon as these accounts are back in good standing, charging privileges on these accounts will be restored within 7-10 days. For up-to-date payment-due information, you can call 1-800-955-7070. If you've already made your payment(s), please disregard this message. Thank you.

At your service

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

Send payments to:
Attn: Remittance Processing
Capital One 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

We would like to take this opportunity to inform you that we may report information about your account to credit bureaus. The reporting of your account information to credit bureaus contributes to your overall credit profile. Late payments, missed payments or other defaults on your account may also be reflected in your credit report.

Finance Charges

Please see reverse side for important information

	Balance rate applied to:	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$567.50	.07096%	25.90%	\$8.08
CASH	\$713.75	.07096%	25.90%	\$15.70

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 517805230515308 17 1128580020000378587

New Balance	\$1,128.58
Minimum Amount Due	\$378.58
Payment Due Date	February 17, 2005
Total enclosed	<input type="text"/>
Account Number:	5178-0523-9051-5308

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

#9001848982432132# MAIL ID NUMBER

MADELINE J BAILOR
PO BOX 115
WOODLAND PA 16381-0116



003756

Capital One Bank
P.O. Box #5147
Richmond, VA 23276

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 amount that you owe, in 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. Average Finance Charge. Transactions which are not subject to a grace period are assessed finance charges 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 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 will be assessed finance charges even if you pay the entire "New Balance" indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

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

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

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we add up the daily balance of each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment, we take the beginning balance for each segment and add any new payments and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance is zero) for the month, any new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and multiply 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 take any unpaid finance charge included in the balance of each segment.) Then, we add up all the daily balances 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.

3. Annual Percentage Rates (APR).

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

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

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repriced Monthly) appears on the front of your 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, each month.

4. Assessment of Late, Overlimit and Returned Payment Fees.

a. Late fees will be assessed based on the late 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.

b. Overlimit fees. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department (800) 339-3222. (Please note that if you cancel the membership fee) prior to the end of the thirty-day period.

c. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge as your authorization to use 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, cash advance fees and any other fees assessed to your account. We will not release your account 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, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to accrue until the membership fee is paid in full, until the account balance has been paid in full as defined above.

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

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use the 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 on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must receive your letter within 60 days after the date of 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 the date it occurred, and if you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$500 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Keep your
Finances Fit

- Know your credit limit and the amount of credit available for your use.
- Maintain a good credit history...it affects more areas of your life than just your ability to get a credit card.
- Use a budget to help you see what you can afford to buy now and to help you save for the future.
- Understand that the cost of credit includes fees as well as interest.
- Request a copy of your credit report from a credit reporting bureau regularly.

KYFF-1001

PLATINUM MASTERCARD ACCOUNT

5178-0523-9051-5308

JAN 18 - FEB 17, 2005

Page 1 of 1

Account Summary

Previous Balance	\$1,128.58
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$25.09

New Balance	\$1,188.67
Minimum Amount Due	\$1,188.67
Payment Due Date	March 17, 2005

Total Credit Line	\$750
Total Available Credit	\$0.00
Credit Line for Cash	\$750
Available Credit for Cash	\$0.00

At your service

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

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23275

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

Payments, Credits and Adjustments

Transactions

1 17 FEB	PAST DUE FEE	\$35.00
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You were assessed a past due fee of \$35.00 on 02/17/2005 because your minimum payment was not received by the due date of 02/17/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Due to the past-due status on one or more of your Capital One account(s) ending in 5308, 5387, your charging privileges on these accounts have been suspended in accordance with your Customer Agreement(s). As soon as these accounts are back in good standing, charging privileges on these accounts will be restored within 7-10 days. For up-to-date payment-due information, you can call 1-800-955-7070. If you've already made your payment(s), please disregard this message. Thank you.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$411.04	.07096%	25.90%	\$9.04
CASH	\$729.62	.07096%	25.90%	\$16.05

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

0000000 0 517805230515308 17 1188670020001188670

New Balance	\$1,188.67
Minimum Amount Due	\$1,188.67
Payment Due Date	March 17, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0523-9051-5308

Please print address changes below using blue or black ink.

Street	Appt. #	
City	State	ZIP
Home Phone	Alternate Phone	

#9004948982432137# MAIL ID NUMBER

MADELINE J BAILOR
PO BOX 116
WOODLAND PA 16881-0116

0C3332

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

1. How To Avoid A Finance Charge.

† a. **Grace Period.** You will have a minimum grace period of 26 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges. If you pay the "New Balance," in accordance with the important New Balance payments below, and in time for it to be credited by your next statement closing date, there is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Avoiding Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the 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 account until the full amount of the 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 you choose not to pay a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be assessed. 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 waive 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 periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results of 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 average daily 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 separate daily balance for each segment of your account. However, if you paid the "New Balance" shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

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

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

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

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

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on market indices, as set forth 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, July and October.

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

4. **Assessment of Late, Overlimit and Returned Payment Fees.**

Your account will be assessed no more than one 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 a larger amount.

5. **Waiving Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us in writing. Customer Relations Department and pay your "New Balance" in full (except for 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 address changes, cancel any preauthorized billing, and close your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advances and any other fees assessed to your account. You are responsible for verifying 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, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be assessed until the fee is paid by law, until the account balance has been paid in full as detailed 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 on a transaction or bill, write to us on a separate sheet as soon as possible at the address for individual bills on the front of this statement. We must hear from you no later than 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 of the suspected error, a description of the error and the date it occurred, why you believe there is an error, or if you have 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 problem if (a) the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address (if we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Keep your
Finances Fit

- Know your credit limit and the amount of credit available for your use.
- Maintain a good credit history...it affects more areas of your life than just your ability to get a credit card.
- Use a budget to help you see what you can afford to buy now and to help you save for the future.
- Understand that the cost of credit includes fees as well as interest.
- Request a copy of your credit report from a credit reporting bureau regularly.

KYFF-1001

CapitalOne®

PLATINUM MASTERCARD ACCOUNT

FEB 18 - MAR 17, 2005

5178-0523-9051-5308

Page 1 of 1

Account Summary

Previous Balance	\$1,188.67
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$23.84
 New Balance	 \$1,247.51
Minimum Amount Due	\$1,247.51
Payment Due Date	April 16, 2005
Total Credit Line	\$750
Total Available Credit	\$0.00
Credit Line for Cash	\$750
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 Service
Capital One Bank P.O. Box 85015
P.O. Box 790216 Richmond, VA 23285-5015
St. Louis, MO 63179-0216

Important Account Information

Please review the important information enclosed with your statement and keep a copy for your records.

Payments, Credits and Adjustments**Transactions**

1 17 MAR	PAST DUE FEE	\$35.00
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We will be changing how we allocate payments and credits to your account no sooner than your June 2005 billing period. As stated in your Customer Agreement, this may include allocation to balances with lower annual percentage rates (A.P.R.s) before balances with higher A.P.R.s. Please call the number on the back of your credit card if you have questions about the specific changes to your account.

You were assessed a past due fee of \$35.00 on 03/17/2005 because your minimum payment was not received by the due date of 03/17/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Due to the past-due status on one or more of your Capital One account(s) ending in 5308, 5387, your charging privileges on these accounts have been suspended in accordance with your Customer Agreement(s). As soon as these accounts are back in good standing, charging privileges on these accounts will be restored within 7-10 days. For up-to-date payment-due information, you can call 1-800-955-7070. If you've already made your payment(s), please disregard this message. Thank you.

2943A

Finance Charges

Please see reverse side for important information

	Balance or rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$455.07	.07096%	25.90%	\$9.04
CASH	\$745.05	.07096%	25.90%	\$14.80

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 517805230515308 17 1247510020001247514

New Balance	\$1,247.51
Minimum Amount Due	\$1,247.51
Payment Due Date	April 16, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0523-9051-5308

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

9007748982432138# MAIL ID NUMBER

 MADELINE J BAILOR
 PO BOX 116
 WOODLAND PA 16381-0116

002943



171110 00100
2943A
345

1. How To Avoid A Finance Charge.

1. 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

b. **Additional Finance Charge.** Transactions which are not subject to a grace period are assessed finance charges: 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, finance charges continue to accrue to your unpaid balance until the charges are 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 due in the applicable segment of your Account. Minimum Finance Charge.

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 applied to the purchase segment of your account.

d. Temporary Reduction in Finance Charge. We may reduce the

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

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. The total and individual daily balances and the results of these daily calculations will arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the total balance for each segment of your account, we take the beginning balance for that segment and add any new transactions and any periodic finance charge allocated to the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full for a segment, then we will not add that credit amount to new transactions when you post to your account. Any new purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, we 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, the total

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

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 1 appears on the front of this statement, it means that you have an April 10 bill. To also subtract any unpaid finance charges, divide the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average per day balance for 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), U (LIBOR), C (Certificate of Deposit), or S (Bankard 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 month of January, April, July and October.

c. If code D (Prime), U (LIBOR), C (CD), or G (Prime 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 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.

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.

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

If You Close Your Account. You can request to close your account by calling our Customer Relations

Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Your account will not be closed until you pay all amounts due, including any amounts 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 which you have requested the account to be closed or the cancellation 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.

3. **Using Your Account.** Your card or account can not be used in connection with any internet gambling transactions.

3. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to

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
Customer Care: Or Questions About Your Bill
If you have a question about your bill 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 questions shown on the front of this statement. We must receive your letter within 60 days after we sent you the bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not resolve your question. In your letter, give us the following information: your name and account number, the amount of the suspected error, a description of the error, 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 will still be asked 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 are questioning.

† Special Rate For Credit Card Purchases

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

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

Does not apply to business non-profit and accounts.

Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital Financial Corporation. All rights reserved. © 2003 Capital One. 011GBAK

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 same 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 in the mail after our last cutoff time 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, tape, or any other fasteners. When you send us a check, 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 items.

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

Capital One Bank,
Plaintiff

vs.

Madeline J. Bailor,
Defendant

*

* NO.: 08-229

*

* Type of Case: Civil

*

* Type of Pleading: Preliminary Objections
* to Amended Complaint

*

* Filed on Behalf of: Madeline J. Bailor

*

* Counsel of Record for this Party:

* Robin Jean Foor, Esquire

*

* Supreme Court No.: 41520

*

* MidPenn Legal Services

* 211 East Locust Street

* Clearfield, PA 16839

* (814)765-9646

FILED
O/A/2008 3CC
APR 02 2008 Atty Foor

W.A. Shaw
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Capital One Bank,	:
	:
Plaintiff	: Civil Action
	:
vs.	: No. 08-229-CD
	:
Madeline J. Bailor,	:
	:
Defendant	:

DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S AMENDED COMPLAINT

Pursuant to Pa. R.C.P. No. 1028(c), Defendant Madeline J. Bailor, by and through her attorneys, Robin Jean Foor, and MidPenn Legal Services preliminarily objects to Plaintiff's Amended Complaint and moves for its dismissal as follows:

I. PRELIMINARY OBJECTIONS RAISING FAILURE OF A PLEADING TO CONFORM TO LAW OR RULE OF COURT Pa. R.C.P. 1028 (a)(2)

1. Pennsylvania Rule of Civil Procedure 1019(i) states that "when a claim is based on upon a writing, the pleader shall attach a copy of the writing or the material part thereof..."
2. Plaintiff is listed as Capital One. However, the address listed is the address of the Apothaker & Associates.
3. Plaintiff believes and therefore alleges that this account has actually been assigned.
4. Such assignment must be in writing and the writing attached to the complaint, as required by Pa.R.C.P. No. 1019(h) and (i).
5. Plaintiff filed an Amended Complaint demanding damages in the amount of \$ 2,160.93 plus attorney fees and costs.

6. Plaintiff has failed to attach to the Amended Complaint a signed written contract between Plaintiff and Defendant. Such writing would form the very core of Plaintiff's case, but such writing has not been appended to the Amended Complaint, nor its absence explained, as required by Pa.R.C.P. No. 1019(h) and (i).

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objections and dismiss Plaintiff's Amended Complaint.

II. PRELIMINARY OBJECTION RAISING INSUFFICIENT SPECIFICITY IN A PLEADING Pa. R.C.P. 1028 (a)(3)

1. The Amended Complaint contains alleged claims for money owed and attaches three statements but fails to provide adequate documentation or accounting of charges allegedly made by Defendant, which would support Plaintiff's claim of damages, such as a breakdown of charges, payments, and interest, so that Defendant can properly formulate a response and assert any counterclaims.

2. The Amended Complaint is deficient in reciting factual averments and Defendant is without information upon which she can premise a meaningful response and formulate a defense.

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objections and dismiss Plaintiff's Amended Complaint.

III. PRELIMINARY OBJECTION RAISING FAILURE OF A PLEADING TO CONFORM TO LAW OR RULE OF COURT Pa. R.C.P. 1028 (a)(2)

1. The Plaintiff/real-party-in interest is Capital One.
2. Pa.R.C.P. No. 1024 requires, *inter alia*, that pleadings containing averments of fact must be verified by the party making those averments.
3. The Complaint and the Amended Complaint have what appears to be a photocopy that is undated as the verification.

4. Defendant believes and therefore alleges that the amended complaint was not actually reviewed and verified by an agent of Capital One.

5. No verification in conformity with the aforesaid Rule is appended to the Complaint in this case.

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objections and dismiss Plaintiff's Complaint.

Respectfully submitted,

MidPenn Legal Services
Attorneys for Defendant

4-1-08
Date

BY: 
Robin Jean Foor, Esquire
ID# 41520

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

Capital One Bank,
Plaintiff

vs.

Madeline J. Bailor,
Defendant

*

* NO.: 08-229

*

* Type of Case: Civil

*

* Type of Pleading: Certificate of Service

*

*

* Filed on Behalf of: Madeline J. Bailor

*

* Counsel of Record for this Party:

* Robin Jean Foor, Esquire

*

* Supreme Court No.: 41520

*

* MidPenn Legal Services

* 211 East Locust Street

* Clearfield, PA 16839

* (814)765-9646

FILED
O 11:37a.m GL
APR 14 2008 ICC ATTY
William A. Shaw
Prothonotary/Clerk of Courts
GP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Capital One Bank, :
: Plaintiff : Civil Action
: vs. : No. 08-229-CD
: Madeline J. Bailor, :
: Defendant :
:

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 3rd day of April, 2008, I served a copy of the Preliminary Objections to the Amended Complaint filed in that above captioned matter to the following individual by first class mail, postage prepaid:

Kimberly F. Scian, Esquire
2417 Welsh Road, Suite 21 #520
Philadelphia, PA 19114



Robin Jean Foor
PA ID # 41520
MidPenn Legal Services Inc.
211 East Locust Street
Clearfield, PA 16803
(814)765-9646

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

Capital One Bank,
Plaintiff

vs.

Madeline J. Bailor,
Defendant

*

* NO.: 08-229

*

* Type of Case: Civil

*

* Type of Pleading: Petition to
* Schedule Argument

*

* Filed on Behalf of: Madeline J. Bailor

*

* Counsel of Record for this Party:

* Robin Jean Foor, Esquire

*

* Supreme Court No.: 41520

*

* MidPenn Legal Services

* 211 East Locust Street

* Clearfield, PA 16839

* (814)765-9646

FILED
01/31/2008 3CC
APR 28 2008 Atty Foor
William A. Shaw
Prothonotary/Clerk of Courts
④

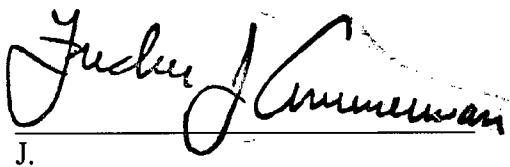
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Capital One Bank, :
:
Plaintiff : Civil Action
:
vs. : No. 08-229-CD
:
Madeline J. Bailor, :
:
Defendant :
:

ORDER

AND NOW, this 29th day of APRIL, 2008, upon consideration
of Defendant Madeline J. Bailor's Preliminary Objections to Amended Complaint filed in the
above captioned matter, it is the Order of the Court that argument has been scheduled for the
13th day of May, 2008 at 10:00 o'clock A .m. in
Courtroom # 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,


J.

FILED 3cc
04/00/08 AtteFoor
APR 29 2008
GK
William A. Shaw
Prothonotary/Clerk of Courts

FILED

APR 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/29/08

You are responsible for serving all appropriate parties.

The Prothonotary's Office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Capital One Bank,	:	
	:	
Plaintiff	:	Civil Action
	:	
vs.	:	No. 08-229-CD
	:	
Madeline J. Bailor,	:	
	:	
Defendant	:	

**PETITION TO SCHEDULE ARGUMENT ON DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S COMPLAINT**

Defendant, Madeline J. Bailor, by and through her attorneys, Robin Jean Foor, Esq and MidPenn Legal Services, requests the court to schedule the argument on defendant's objections and alleges as follows:

1. Defendant was served plaintiff's complaint on or about February 15, 2008.
2. Defendant filed preliminary objections to the complaint and served them on March 5, 2008.
3. Plaintiff filed an Amended Complaint.
4. Defendant filed preliminary objections to the amended complaint and served them on April 3, 2008.
5. As of April 28, 2008, the plaintiff has not filed an amended complaint.

WHEREFORE, defendant requests the Court to schedule argument on the Preliminary Objections to the Amended Complaint.



Robin Jean Foor

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

Capital One Bank,
Plaintiff

vs.

Madeline J. Bailor,
Defendant

*

* NO.: 08-229

*

* Type of Case: Civil

*

* Type of Pleading: Petition to Continue
* and Re-schedule Argument

*

* Filed on Behalf of: Madeline J. Bailor

*

* Counsel of Record for this Party:

* Robin Jean Foor, Esquire

*

* Supreme Court No.: 41520

*

* MidPenn Legal Services

* 211 East Locust Street

* Clearfield, PA 16839

* (814)765-9646

FILED 3CC
04/30/08 Atty Foor
APR 30 2008
612

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Capital One Bank, :
: Plaintiff : Civil Action
: vs. : No. 08-229-CD
: Madeline J. Bailor, :
: Defendant :
:

**PETITION TO CONTINUE AND RE-SCHEDULE ARGUMENT ON DEFENDANT'S
PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT**

Defendant, Madeline J. Bailor, by and through her attorneys, Robin Jean Foor, Esq. and MidPenn Legal Services, requests the court to continue and re-schedule the argument on defendant's objections and alleges as follows:

1. Defendant requested an argument be scheduled on her preliminary objections.
2. An argument was scheduled for May 13, 2008.
3. Counsel for the defendant is scheduled to be in Harrisburg on May 13, 2008.

WHEREFORE, defendant requests the Court to continue and re-schedule argument on the Preliminary Objections.



Robin Jean Foor

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Capital One,

Plaintiff : Civil Action

vs. : No. 08-229-CD

Madeline J. Bailor,

Defendant :

ORDER

AND NOW, this 5th day of MAY, 2008, upon consideration

of Defendant Madeline J. Bailor's Petition to Continue and Re-schedule Argument on

Preliminary Objections filed in the above captioned matter, it is the Order of the Court that

argument has been continued and re-scheduled for the 5th day of

June, 2008 at 3:00 o'clock 0 .m. in Courtroom # 1,

Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,


J.

FILED *05/13/08* ³⁰⁰
MAY 06 2008 *Atty Foor*
(GK)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAY 06 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/6/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

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

Capital One Bank,
Plaintiff

vs.

Madeline J. Bailor,
Defendant

*

* NO.: 08-229

*

* Type of Case: Civil

*

* Type of Pleading: Certificate of Service

*

*

* Filed on Behalf of: Madeline J. Bailor

*

* Counsel of Record for this Party:

* Robin Jean Foor, Esquire

*

* Supreme Court No.: 41520

*

* MidPenn Legal Services

* 211 East Locust Street

* Clearfield, PA 16839

* (814)765-9646

FILED *ice*
01/31/08 MAY 28 2008
MAY 28 2008
WM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Capital One Bank, :
Plaintiff : Civil Action
vs. : No. 08-229-CD
Madeline J. Bailor, :
Defendant :
:

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 7th day of May, 2008, I served a copy of the Petition to Reschedule Argument and the Order scheduling the argument for June 5, 2008 filed in that above captioned matter to the following individual by first class mail, postage prepaid:

Kimberly F. Scian, Esquire
2417 Welsh Road, Suite 21 #520
Philadelphia, PA 19114



Robin Jean Foor
PA ID # 41520
MidPenn Legal Services Inc.
211 East Locust Street
Clearfield, PA 16803
(814)765-9646

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103739
NO. 08-229-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: MADELINE J. BAILOR

SHERIFF RETURN

NOW, February 15, 2008 AT 2:17 PM SERVED THE WITHIN COMPLAINT ON MADELINE J. BAILOR DEFENDANT AT RESIDENCE PARKVIEW PLACE, 410 SHAW ST., APT 1, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MADELINE J. BAILOR, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED
07/12/08
JUN 04 2008
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APOTHAKER	73936	10.00
SHERIFF HAWKINS	APOTHAKER	73936	25.05

Sworn to Before Me This

____ Day of _____ 2008

So Answers,

Chester A. Hawkins
My Marilyn Hasker
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

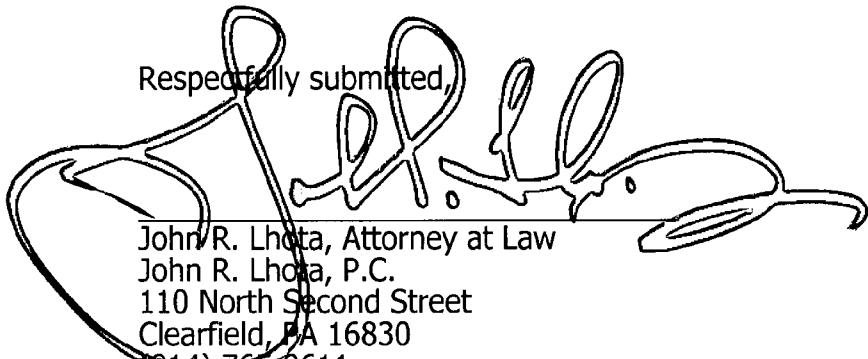
CAPITAL ONE BANK, Plaintiff, }
v. } No. 08-229-CD
MADELINE J. BAILOR, Defendant. }
Defendant.

ENTRY OF APPEARANCE

TO: William A. Shaw, Prothonotary:

Please enter my appearance on behalf of Capital One Bank, plaintiff in the above-captioned matter.

Respectfully submitted,



John R. Lhota, Attorney at Law
John R. Lhota, P.C.
110 North Second Street
Clearfield, PA 16830
~~(814) 763-9611~~
Pa. I. D. No. 22492

Dated: June 9, 2008

FILED *ICC Atty*
0/11:40 cm *Chota*
JUN 09 2008
(GR)

William A. Shaw
Prothonotary/Clerk of Courts

122912

FILED

JUN 6 2003

William R. Shaw
Prothonotary, Clerk of Courts

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

CAPITAL ONE BANK,
Plaintiff

vs.

*
*
*
*

NO. 08-229-CD

MADELINE J. BAILOR,
Defendant

ORDER

NOW, this 4th day of June, 2008, it is the ORDER of this Court that the Defendant's Preliminary Objections to Amended Complaint be granted. The Plaintiff shall have no more than 30 days from this date to file a Second Amended Complaint which shall contain a true and correct executed copy of the agreement/application entered into by the Defendant at the time the credit card was issued as well as a detailed statement of the account showing purchases made and calculation of all interest charges, late fees, attorney's fees and any other costs or charges which are part of the demand for payment. In the event that Apotheker & Associates, P.C. is an assignee of Capital One Bank the Second Amended Complaint shall so plead and attach a copy of the assignment. If not, an address of Capital One Bank shall be provided. An original verification shall also be attached, which will clearly indicate the relationship of the signator to Capital One Bank.

FILED
03/14/2008
JUN 09 2008

William A. Shaw
Prothonotary/Clerk of Courts

2 CC Atty Chota
(local counsel - had
requested to be served)

1 CC Atty Foor (64)

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

FILED

JUN 09 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6/9/08

 You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

 Plaintiff(s) Plaintiff(s) Attorney Other

 Defendant(s) Defendant(s) Attorney

 Special Instructions:

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

Capital One Bank,
Plaintiff

vs.

Madeline J. Bailor,
Defendant

*

* NO.: 08-229

*

* Type of Case: Civil

*

* Type of Pleading: Motion to Dismiss

*

*

* Filed on Behalf of: Madeline J. Bailor

*

* Counsel of Record for this Party:

* Robin Jean Foor, Esquire

*

* Supreme Court No.: 41520

*

* MidPenn Legal Services

* 211 East Locust Street

* Clearfield, PA 16839

* (814)765-9646

FILED 3cc A/H
09:20am
JUL 08 2008
WM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff : Civil Action

vs. : No. 08-229-CD

MADELINE J. BAILOR,

Defendant :

DEFENDANT'S MOTION TO DISMISS

Defendant, Madeline J. Bailor, by and through her attorneys, MidPenn Legal Services and Robin Jean Foor, Esquire request the Court dismiss plaintiff's complaint and allege as follows:

1. Following an argument on June 4, 2008 at which counsel for the plaintiff and the defendant appeared, the court sustained defendant's preliminary objections.
2. On June 4, 2008, the Court issued an order giving the plaintiff thirty days to file an amended complaint.
3. That order was sent to the plaintiff's counsel by the prothonotary on June 9, 2008.
4. The plaintiff has not filed an amended complaint.

Wherefore, defendant requests the court dismiss the complaint with prejudice.



Robin Jean Foor, PA ID # 41520
MidPenn Legal Services
211 East Locust Street
Clearfield, PA 16830
(814) 765-9646

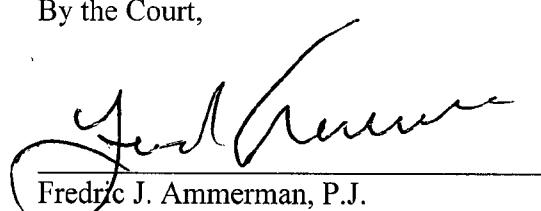
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK, :
Plaintiff : Civil Action
vs. : No. 08-229-CD
MADELINE J. BAILOR, :
Defendant :
:

ORDER

AND NOW this 11 day of July, 2008, upon consideration of defendant's preliminary objections and plaintiff's failure to file an amended complaint, plaintiff's complaint is dismissed with prejudice.

By the Court,



Fredric J. Ammerman, P.J.

FILED 3cc
013-0434 AttyFor
JUL 10 2008

William A. Shaw
Prothonotary/Clerk of Courts

(61)

FILED

JUL 10 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/10/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Plaintiff(s) Plaintiff(s) Attorney

Defendant(s) Defendant(s) Attorney

Special Instructions: