

08-475-CD
Capital One vs Martin Manges

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

CAPITAL ONE BANK

Plaintiff

No: 08-475-CD

vs.

COMPLAINT IN CIVIL ACTION

MARTIN D MANGES

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
06328923 C N Pit SMI

FILED 1CC Sheriff
Mar 17 2000 10:00 AM
MAR 17 2000 Atty pd.
William A. Shaw
Prothonotary/Clerk of Courts

COMPLAINT

1. Plaintiff, CAPITAL ONE BANK is a corporation with offices at 15000 CAPITAL ONE DRIVE RICHMOND , VA 23238 .

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

MARTIN D MANGES
100 SPANGLE LN
COALPORT, PA 16627

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXX4197 .

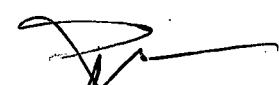
4. Defendant made use of said credit card and has a current balance due of \$1094.14 , as of February 20, 2008 .

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 28.990% per annum on the unpaid balance from February 20, 2008 . A copy of Plaintiff's STATEMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

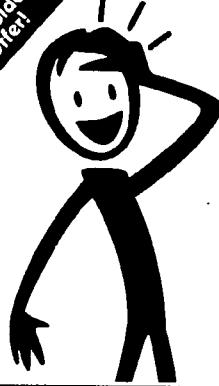
7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , MARTIN D MANGES , INDVIDUALLY , in the amount of \$1094.14 with continuing interest thereon at the rate of 28.990% per annum from February 20, 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
06328923 C N Pit SMI

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

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003
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- Smart Dialer
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- Internet Call Waiting

CapitalOne®

Account Summary

Previous Balance	\$728.11
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$18.14
 New Balance	 \$775.25
Minimum Amount Due	\$775.25
Payment Due Date	October 19, 2006
 Total Credit Line	 \$300
Total Available Credit	\$0.00
Credit Line for Cash	\$300
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 70884
Charlotte, NC 28272-0884

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

Important Account Information

Beginning October 1st, 2006, based on your account activity you may be assessed more than two late, overlimit, or returned check fees that occur during any billing period.

PLATINUM MC ACCOUNT

5178-0525-7258-4197

AUG 20 - SEP 19, 2006

Page 1 of 1

Payments, Credits and Adjustments

Transactions

1 19 SEP PAST DUE FEE \$29.00

NOTICE: Look for a new statement design for your Capital One credit card beginning next month. A summary of the key changes will be provided with your new statement.

You were assessed a past due fee of \$29.00 on 09/19/2006 because your minimum payment was not received by the due date of 09/19/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

EXHIBIT

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$736.85	.07942% P	28.99%	\$18.14
CASH	\$0.00	.07942% P	28.99%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

28.99%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 5178052572584197 19 0775250060000775255

New Balance \$775.25
Minimum Amount Due \$775.25
Payment Due Date October 19, 2006
Total enclosed \$
Account Number: 5178-0525-7258-4197

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

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

Capital One Bank
P.O. Box 70884
Charlotte, NC 28272-0884

016167

#9026372072413598# MAIL ID NUMBER
MARTIN D MANGES
PO BOX 296
COALPORT PA 16627-0296

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

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Mention Offer Code: ONYX
Or visit www.peoplepc.com/go/onyx

PeoplePC is solely responsible for this offer, and is not affiliated with Capital One. Capital One does not provide, endorse or guarantee, and is not affiliated with, any product or service shown here. Any trademarks mentioned herein are solely owned by the respective entity. All rights reserved. By responding to this offer, you may be communicating information about yourself to the company that provides this product – for example, that you are a Capital One customer.

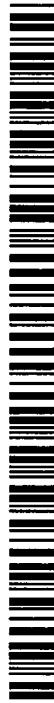
*PeoplePC Online: First 3 months of service are billed at \$4.97 a month; \$9.95 a month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per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

For questions, call toll free at 1-877-778-1207.

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

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1500300100
161675

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

† a. **Periodic Payment.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance" in full.

b. **Averaging 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 total unpaid balance is paid in full. This means that you may still owe finance charges even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account subject to a finance charge, a minimum total FINANCIAL 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 added to the purchase segment of your account.

† d. **Temporary Reduction in Finance Charge.** We reserve the right not to assess any new 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 the daily periodic rate for each segment of your account to obtain the total daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge assessed during the previous day's balance for that segment. We then subtract any payments or credit posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase account will be 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 for each segment, each day, add any new transactions to each segment, and then subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To", we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

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

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

d. **Annual Percentage Rate.** 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 account balance in full, excluding the membership fee prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of your request as an authorization to renew your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close your account or they appear on your account prior to your request to close your 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 a payment from that merchant before your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds will be withdrawn from your bank account on the same day we receive your payment, and you will not receive your check back from your financial institution.

**BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)**

If you think your bill is wrong, or if you need more information about your statement, to write or call us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we 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 error, the date the bill was sent to you, and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† **Special Rule For Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card and you 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, or when the purchase was made within the state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

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

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

Capital One supports information privacy protection: see our website at www.capitalone.com.

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O1LGLBAK

Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PDT). Please allow at least 6-8 business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

VERIFICATION

CAPITAL ONE BANK

vs

MANGES, MARTIN D

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is, JAMELA SINGLETARY, Authorized Agent, of CAPITAL ONE BANK, Plaintiff Herein, that he/she is duly authorized to make this Declaration, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.


JAMELA SINGLETARY


Notary Public

5178052572584197
A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

ARYONNE MABSON
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
MY COMMISSION EXPIRES OCT. 29, 2011

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

CAPITAL ONE BANK

Plaintiff

No.08-475-CD

vs.

MARTIN D MANGES

**PRAECIPE FOR ENTRY OF JUDGMENT
BY CONSENT**

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

BENJAMIN R. BIBLER, ESQUIRE
PA. I.D.#93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 KOPPERS BUILDING
436 SEVENTH AVENUE
PITTSBURGH, PA 15219
(412) 434-7955

WWR#06328923
Judgment 1123.08

FILED pd \$20.00 Atty
m/11/05 Lm ICC notice to
APR 25 2008 deft
William A. Shaw Statement to
Prothonotary/Clerk of Courts Atty
BLK

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 08-475-CD

MARTIN D MANGES

Defendant

PRAECIPE FOR JUDGMENT BY CONSENT

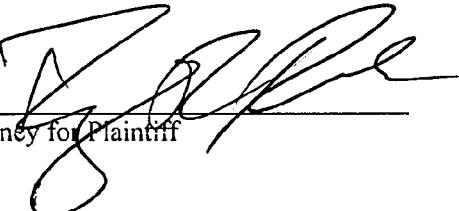
TO THE PROTHONOTARY:

Kindly enter Judgment against Defendant, MARTIN D MANGES , in the amount of \$1123.08 plus costs, based upon the consent of the parties.

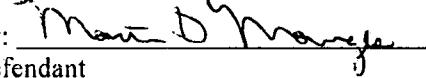
CONSENTED TO:

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

MARTIN D MANGES,

By: 
Attorney for Plaintiff

WWR#06328923

By: 
Defendant

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

COPY

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 08-475-CD

MARTIN D MANGES

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on April 26, 2008

Assumpsit Judgment in the amount
of \$1123.08 plus costs.

Trespass Judgment in the amount
of \$_____ plus costs.

If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration will be
suspended by the Department of Transportation, Bureau of Traffic
Safety, Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration
 Award
 By Consent

Prothonotary

MARTIN D MANGES
100 SPANGLE LN
COALPORT, PA 16627

By: William L. Shan LN
PROTHONOTARY (OR DEPUTY)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Capital One Bank
Plaintiff(s)

No.: 2008-00475-CD

COPY

Real Debt: \$1123.08

Atty's Comm: \$

Vs.

Costs: \$

Martin D. Manges
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Consent Judgment

Date of Entry: April 25, 2008

Expires: April 25, 2013

Certified from the record this April 25, 2008

William A. Shaw

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103902
NO: 08-475-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: MARTIN D. MANGES

SHERIFF RETURN

NOW, April 01, 2008 AT 2:30 PM SERVED THE WITHIN COMPLAINT ON MARTIN D. MANGES DEFENDANT AT 100 SPANGLE LN, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MALLORY MANGES, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3314811	10.00
SHERIFF HAWKINS	WELTMAN	3314811	46.28

FILED
04/22/2008
JUL 07 2008
(LM)

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

____ Day of _____ 2008

So Answers,

*Chester A. Hawkins
by Mallory Manges*
Chester A. Hawkins
Sheriff