

08-513-CD  
Capital One Inc Katrina L. Eink

150333

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Capital One Bank  
(Plaintiff)

c/o 2417 Welsh Road Suite 21 #520

(Street Address)

Phila., PA 19114

(City, State ZIP)

CIVIL ACTION

No. 08-513-CD

Type of Case: CIVIL

Type of Pleading: COMPLAINT

vs.

Katherine L Fink  
(Defendant)

Filed on Behalf of:

Capital One Bank  
(Plaintiff/Defendant)

5347 Mahaffey Gramont Hwy  
(Street Address)

Mahaffey PA 15757  
(City, State ZIP)

David J. Apcthaker, Esquire

(Filed by)

2417 Welsh Road Suite 21 #520

(Address) Phila., PA 19114

215-634-3920

(Phone)

✓  
(Signature)

FILED  
MAY 04 2004  
MAR 20 2004

Atty pd.  
95.00  
ICC Atty  
ICC Sheriff

William A. Shaw  
Prothonotary/Clerk of Courts

Our File No.: 150333  
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 ) COURT OF COMMON PLEAS  
c/o Apothaker & Associates, P.C. ) CLEARFIELD COUNTY  
2417 Welsh Road, Suite 21 #520 )  
Philadelphia, PA 19114 ) NO.:  
Plaintiff, )  
vs. )  
KATRINA L FINK )  
5347 MAHAFFEY GRAMPIAN HWY )  
MAHAFFEY, PA 15757 )  
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 páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia 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 tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, 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 SUFFICIENTE 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**  
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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.

KATRINA L FINK

5347 MAHAFFEY GRAMPIAN HWY

MAHAFFEY, PA 15757

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 KATRINA L FINK, an adult individual residing at 5347 MAHAFFEY GRAMPIAN HWY MAHAFFEY, PA 15757.

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 \$3,044.66.

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 \$3,044.66 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: 2/29/2008

Our File No.: 150333

VERIFICATION

Andy Felig, 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 Felig

DATE:

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

KATRINA L FINK  
5347 MAHAFFEY GRAMPIAN HWY  
MAHAFFEY, PA 15757

STATEMENT OF ACCOUNT

Debtor's Name: KATRINA L FINK

Account Number: 4862362187780658

Balance Due: \$3,044.66

Our File No.: 150333

EXHIBIT "A"

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

Capital One Bank,  
Plaintiff

vs.

Katrina L. Fink,  
Defendant

\*

\*  
\* NO.: 08-513-CD

\*

\* Type of Case: Civil

\*

\* Type of Pleading: Preliminary  
\* Objections

\*

\* Filed on Behalf of: Defendant

\*

\* Counsel of Record for this Party:

\* Robin Jean Foor, Esquire

\*

\* Supreme Court No.: 41529

\*

\* MidPenn Legal Services

\* 211 East Locust Street

\* Clearfield, PA 16839

\* (814)765-9646

**FILED**

04/16/2008 11:38 a.m. GK

APR 16 2008 3cc A/HZ

William A. Shaw  
Prothonotary/Clerk of Courts

(GK)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK, :  
Plaintiff : Civil Action  
vs. : No. 08-513-CD  
KATRINA L. FINK, :  
Defendant :

**DEFENDANT'S PRELIMINARY OBJECTIONS**  
**TO PLAINTIFF'S COMPLAINT**

Pursuant to Pa. R.C.P. No. 1028(c), Defendant Katrina L. Fink, 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 lists its principal place of business as c/o Apotheker and Associates and therefore, plaintiff believes and alleges that the plaintiff is not Capital One Bank but an assignee of Capital One Bank.
3. Plaintiff has failed to attach any documentation of the assignment.
4. Plaintiff filed a Complaint demanding damages in the amount of \$3,044.66 plus attorney fees and costs.
5. 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 counter-claims.

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

**I. 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 allegedly 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 has what appears to be a photocopy that is undated as the verification.
4. Defendant believes and therefore alleges that the complaint was not actually

reviewed and verified by an agent of Capital One Bank.

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

4-16-08

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.

Katrina L. Fink,  
Defendant

\*

\*  
\* NO.: 08-513-CD

\*

\* Type of Case: Civil

\*

\* Type of Pleading: Certificate of  
\* Service

\*

\* Filed on Behalf of: Defendant

\*

\* 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 1CC ATTY  
0/11:30am MAY 06 2008  
Foor  
MAY 06 2008  
WAS

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. 08-513-CD  
: Katrina L. Fink, :  
: Defendant :  
:

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 16th day of April, 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. Apotheker, 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.: 150333  
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 Apotheker & Associates, P.C.  
2417 Welsh Road, Suite 21 #520  
Philadelphia, PA 19114

Plaintiff,  
vs.

KATRINA L FINK  
5347 MAHAFFEY GRAMPIAN HWY  
MAHAFFEY, PA 15757  
Defendant.

) COURT OF COMMON PLEAS  
 ) CLEARFIELD COUNTY  
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 ) NO.: 08-513-CD  
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FILED  
MAY 08 2008  
~ 11:00 ~  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 Court TO  
ATTN  
(GD)

## 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 SUFFICIENTE 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: 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.

) COURT OF COMMON PLEAS

) CLEARFIELD COUNTY

)

) NO.: 08-513-CD

)

)

)

KATRINA L FINK

5347 MAHAFFEY GRAMPIAN HWY

MAHAFFEY, PA 15757

Defendant.

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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 KATRINA L FINK, an adult individual residing at 5347 MAHAFFEY GRAMPIAN HWY MAHAFFEY, PA 15757.

3. Defendant applied for and received a credit card from Capital One Bank, account number 4862362187780658.

4. Defendant used the credit card, account number 4862362187780658, and as of March 04, 2008 there was an outstanding balance due and owing in the amount of \$3,044.66.

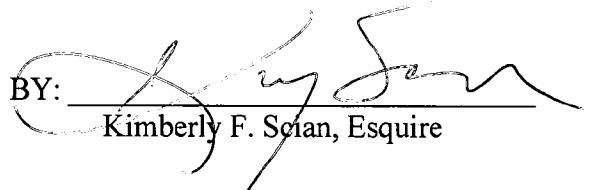
5. Attached hereto as Exhibit "A" are the Statements and Signed Application.

6. In addition, Plaintiff avers that Defendant has failed and continues to fail to make any payments, leaving a balance due and owing of \$3,044.66.

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 \$3,044.66 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. Scian, Esquire

Dated: 5/5/2008

Our File No.: 150333

VERIFICATION

Randy P. Hargan, 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.

*Randy Hargan*

DATE: 5-5-08

APOTHAKER & ASSOCIATES, P.C.

BY: Kimberly F. Scian, Esquire

Attorney I.D.# 55140

2417 Welsh Road, ~~S~~ 21 #520

Philadelphia, PA 19114

(215) 634-8920

Attorney for Plaintiff

---

CAPITAL ONE BANK

) COURT OF COMMON PLEAS  
 ) CLEARFIELD COUNTY

)

Plaintiff,

)

vs.

)

) NO.: 08-513-CD

)

KATRINA L FINK

)

)

Defendant.

)

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CERTIFICATION OF SERVICE

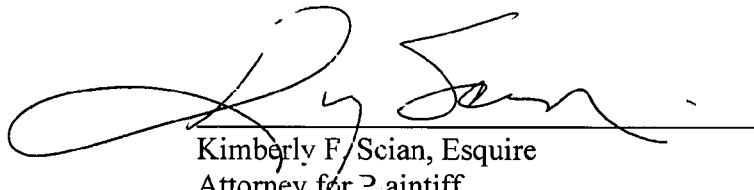
I, Kimberly F. Scian, Esquire, attorney for Plaintiff, certify that on 5/5/2008, I mailed a copy of the

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: 5/5/2008

Our File No.: 150333

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

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

## Good news – it's not too late.

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

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

045-3404

PLATINUM VISA ACCOUNT  
4862-3621-8778-0658

DEC 07, 2004 - JAN 06, 2005

Page 1 of 1

## Account Summary

Previous Balance	\$2,455.79
Payments, Credits and Adjustments	\$0.00
Transactions	\$38.00
Finance Charges	\$54.60
New Balance	\$2,548.39
Minimum Amount Due	\$2,548.39
Payment Due Date	February 05, 2005
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$2,000
Available Credit for Cash	\$0.00

## At your service

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

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

Send payments to:  
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 23255-5015

## 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 date	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$904.18	.07096%	25.90%	\$19.89
CASH	\$0.00	.07096%	25.90%	\$0.00
SPECIAL TRANSFERS	\$1,578.02	.07096%	25.90%	\$34.71

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORT ON BELOW WITH PAYMENT ▼



0000000 0 4862362187780658 06 25483905800254839

New Balance \$2,548.39  
Minimum Amount Due \$2,548.39  
Payment Due Date February 05, 2005  
Total enclosed \$   
Account Number: 4862-3621-8778-0658

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

Street \_\_\_\_\_ Apt. # \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Home Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_  
Email Address: \_\_\_\_\_

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



062883

#9000766045839039# MAIL ID NUMBER  
KATRINA L FINK  
5347 MAHAFY GRPMN HWY  
MAHAFY PA 15757



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

1. **How To Avoid A Finance Charge.**
  - a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges. You will have a 10-day "New Balance" grace period in accordance with the Information Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance."
  - b. **Annual 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 unpaid balance. The unpaid balance is paid in full this month if that you may have all transactions from statement 4 you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but do 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 includes a transaction, 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 added to the purchase amount 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 in 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 of your account, we take the beginning balance for each segment and add any new purchases 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 "New Balance" from your previous statement in full (or if your new balance was zero) and credit and new transactions which post to a 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(s) for each segment of your account. 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 for the day. N appears on the front of this statement next to "Balance Rate Applied To" and also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

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

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 monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

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 ending at a later time.
4. **Annual Fee, Overlimit and Returned Payment Fees.**

Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
5. **Temporary Close 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 contact our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and inform us that your account will not be used. 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 amounts that may appear on your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a merchant fee for your account, this 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.** You card or account cannot be used in connection with any internet gambling transactions.

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

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

If you think your bill is wrong, or if you need more information on a transaction or want to write to us on a service, there is no better time to do so than for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give the following information: your name and account number, the dollar amount of the error or problem, the date of the error or problem, and an explanation, if possible, of why you believe there is an error. If you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

#### † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this problem if you paid a purchase price of less than \$50.00 and the purchases were made within your 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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**Your account is temporarily suspended  
from future purchases and cash  
advances due to its past due status.**

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

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

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

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.  
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042  
ACCOUNT STATUS FOR:  
KATRINA L FINK

60 DAYS  
PAST DUE!

TEMPORARILY  
SUSPENDED

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

042-0404

**CapitalOne**

PLATINUM VISA ACCOUNT  
4862-3621-8778-0658

NCV 07 - DEC 06, 2004

Page 1 of 1

**Account Summary**

Previous Balance	\$2,366.88
Payments, Credits and Adjustments	\$0.00
Transactions	\$58.00
Finance Charges	\$50.91
New Balance	\$2,455.79
Minimum Amount Due	\$455.79
Payment Due Date	January 06, 2005
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$2,000
Available Credit for Cash	\$0.00

**At your service**

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

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

Send payments to:  
Attn: Remittance Processing  
Capital One Services  
P.O. Box 85147  
Richmond, VA 23235-5015

Send inquiries to:  
Capital One Services  
P.O. Box 35015  
Richmond, VA 23235-5015

**Important Account Information**

It's Capital One Bowl Week time again! Tune in to ESPN, ESPN2, and ABC starting December 14. For the best in post-season college football action, to see your favorite teams fight for bowl championships, and for college football's ultimate prize: the BCS National Championship. And on New Year's Day, be sure to tune in to ABC to watch the Capital One Bowl and see which mascot is crowned the Capital One National Mascot of the Year!

631635P

**Finance Charges**

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$847.24	.07096%	25.90%	\$18.04
CASH	\$0.00	.07096%	25.90%	\$0.00
SPECIAL TRANSFERS	\$1,544.25	.07096%	25.90%	\$32.87

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne**

0000000 0 4862362187780658 06 24557005800045579

New Balance	\$2,455.79
Minimum Amount Due	\$455.79
Payment Due Date	January 06, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3621-8778-0658

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

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address <input type="text"/>		

Capital One Bank  
P.O. Box 85147  
Richmond, VA 23236

063635

#9034266045839030# MAIL ID NUMBER  
KATRINA L FINK  
5347 MAHAFY GRMPN HWY  
MAHAFFEY PA 15757

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

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

**a. Grace Period.** You will have a minimum grace period of 26 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges. (If the code 'N' (No Balance), in accordance with the 'Balance Rate Applied To', is present on this statement, 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 A 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 unpaid balance until the unpaid balance is paid in full. This means that you must pay the previous month's bill 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 are assessed a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be applied. (If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be applied to the 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. Assessing A 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 get a daily balance for 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 of each segment and add the new purchases 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 you have been waived the grace period), 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(s) for 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 unapplied finance charge from the beginning 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 Rate (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 Replaced 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.

**4. Annual Overlimit, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

**5. If You Close Your Account.** If a membership fee appears on the front of this statement, we mailed to you 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 contact us by calling our Customer Relations Department and pay the 'New Balance' in full (excluding the membership fee) prior to the end of the thirty-day period.

**6. If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and stop using your account. If you do not cancel preauthorized billing, we will immediately withdraw or cancel receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay off 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 these fees even if whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a merchant who has not yet received payment for a charge 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.

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

**BALLING 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 on the notice shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the problem, the date of the problem, 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.

**t. † 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 amount due on the property or services. You have this problem if you: (a) paid the purchase price less than \$15.00 or the purchase price was less than one-half state or within 100 miles of your mailing address; (b) we own or operate the merchant; or (c) 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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## Access your account online ...

Register today at  
[www.capitalone.com](http://www.capitalone.com).

With Capital One® online account servicing, getting account information and making payments is easy. Check out just a few of the things you can do:

- Pay your bill online
- Check your balance and available credit
- View your statement

Plus, take advantage of other special offers developed especially for you!



*see reverse for details >*

027-0402

**Capital One®**

### PLATINUM VISA ACCOUNT

4862-3621-8778-0658

JAN 07 - FEB 06, 2005

Page 1 of 1

#### Account Summary

Previous Balance	\$2,548.39
Payments, Credits and Adjustments	\$0.00
Transactions	\$38.00
Finance Charges	\$56.66
New Balance	\$2,643.05
Minimum Amount Due	\$2,643.05
Payment Due Date	March 05, 2005
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$2,000
Available Credit for Cash	\$0.00

#### Payments, Credits and Adjustments

##### Transactions

1	06 FEB	CAPITAL ONE MONTHLY MEMBER FEE	\$3.00
2	06 FEB	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 02/06/2005 because your minimum payment was not received by the due date of 02/05/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

#### A: your service

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

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

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

68154P

#### Finance Charges

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$962.69	.07096%	25.90%	\$21.18
CASH	\$0.00	.07096%	25.90%	\$0.00
SPECIAL TRANSFERS	\$1,613.10	.07096%	25.90%	\$35.48

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**Capital One®**

0000000 0 4862362187780658 06 2643050058002643059

New Balance	\$2,643.05
Minimum Amount Due	\$2,643.05
Payment Due Date	March 05, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3621-8778-0658

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

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

#9003766045839036# MAIL ID NUMBER  
KATRINA L FINK  
5347 MAHAFY GRMPN HWY  
MAHAFFEY PA 15757



068154

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

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

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

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

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



E-mail address:

Please print clearly in black or blue ink. Your address should include an "@" sign and cannot contain any blank spaces. A ":" should have its own space.

Name: <b>KATRINA L FINK</b>	Account #: <b>4862362187780658</b>
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Your privacy is protected at Capital One. You can feel secure knowing your e-mail address will never be sold or distributed without your consent.  
For more information about our privacy policy, please visit <http://www.capitalone.com/parent/legal/privacy.shtml>.

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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 purchases and new other charges if you pay your total "New Balance", in full, by the due date on the statement next to "Balance Due". Payments made in accordance with the important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
  - b. **Avoid A 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 total balance until you pay the balance 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 includes a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be applied. If the total finance charge resulting from the application of your periodic rates is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed in the purchase segment of your account.
  - d. **Temporary Reduction in Finance Charge.** We reserve the right not to 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 of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance in full, you will not be charged in full (or if your new balance was zero or a credit amount) new purchases segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average 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 that appear on the front of the statement next to "Balance Due". We then also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. **Annual Percentage Rate (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 monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
  - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Rebased 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.

4. **Annual Fees, Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Membership Fee.** 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 contact our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. You may 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 amounts due on your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. There is a membership fee for each account that 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. **Non-Bank Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

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

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet of paper. Please include the account number and the date shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the error, a description of the error, and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you 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 when you purchase for 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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0805 0 0100  
6815AP  
68123

**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form will not be credited until 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.



This Offer  
Expires:  
May 12, 2002

Upon approval, if no card design is selected, you will receive our Silver Matrix card.

Yes  No Would you be interested in blank checks to use for cash advances?

Do you have any bank accounts?

1.  Checking & Savings 2.  Checking only 3.  Savings only 4.  Neither

What is your employment status? (Check the box that most closely applies.)

1.  Full-time 2.  Part-time 3.  Not employed **SSI/SSD**

Please see the enclosed Important Disclosures for rate, fee and other cost information.

5874361285623 024 012

Katrina L. Fink  
~~Box 200 State St RR2 Box 118~~

Curwensville, PA 16833-1239

1700

Your card and statements will be mailed to the address above.  
(Please cross out and change if you want them mailed to a different address.)

Social Security Number <b>169 58 0152</b>	Date of Birth (Month/Day/Year) <b>7/25/77</b>
Home Phone Number (at permanent address) <b>814 236 2165</b>	Mother's Maiden Name (for security purposes) <b>Sandy fink</b>
E-mail Address (if applicable) <b>Lavah7@pennwoods.net</b>	
If you are currently enrolled in school, please complete the following section.	
Name of School you are attending (no abbreviations, please)	School year: <input type="checkbox"/> Freshman <input type="checkbox"/> Sophomore <input type="checkbox"/> Junior <input type="checkbox"/> Senior <input type="checkbox"/> Graduate Student
School Phone Number	When do you expect to graduate? (Month/Year)

I have read the Important Disclosures and Terms and Conditions on the reverse side of the letter and agree to be bound as specified therein. You are authorized to check my credit and employment history and school status, if applicable. This offer is nontransferable.

*X Katrina L. Fink*  
Signature

*4/16/02*  
Date  
5874-12



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

Capital One Bank,  
Plaintiff

vs.

Katrina L. Fink,  
Defendant

\*  
\*  
\* NO.: 08-513-CD  
\*  
\* Type of Case: Civil  
\*  
\* Type of Pleading: Preliminary Objections  
\* to Amended Complaint  
\*  
\* Filed on Behalf of: Defendant  
\*  
\* 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 Atty  
0/9/10 LM Foor  
MAY 21 2008  
WM  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAFITAL ONE BANK, :  
Plaintiff : Civil Action  
vs. : Nc. 08-513-CD  
KATRINA L. FINK, :  
Defendant :

**DEFENDANT'S PRELIMINARY OBJECTIONS**  
**TO PLAINTIFF'S AMENDED COMPLAINT**

Pursuant to Pa. R.C.P. No. 1028(c), Defendant Katriina L. Fink, 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 lists its principal place of business as c/o Apothaker and Associates and therefore, plaintiff believes and alleges that the plaintiff is not Capital One Bank but an assignee of Capital One Bank.
3. Plaintiff has failed to attach any documentation of the assignment.

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 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 allegedly 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 Amended Complaint has what appears to be a photocopy that is undated as the verification.

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

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

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's

Preliminary Objections and dismiss Plaintiff's Amended Complaint.

Respectfully submitted,

**MidPenn Legal Services**  
Attorneys for Defendant

5-21-08  
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.

Katrina L. Fink,  
Defendant

\*  
\*  
\* NO.: 08-513-CD

\* Type of Case: Civil

\* Type of Pleading: Certificate of  
\* Service

\* Filed on Behalf of: Defendant

\* Counsel of Record for this Party:  
\* Robin Jean Fcor, Esquire

\* Supreme Court No.: 41520  
\*  
\* MidPenn Legal Services  
\* 211 East Locust Street  
\* Clearfield, PA 16839  
\* (814)765-9646

**FILED**

MAY 23 2008

William A. Shaw  
Prothonotary/Clerk of Courts  
Lent to Ann

GD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

Capital One Bank, :  
: Plaintiff : Civil Action  
: vs. : No. 08-513-CD  
: :  
: Defendant :  
:

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 22<sup>nd</sup> day of May, 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. Apotheker, 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

1A  
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA-CIVIL DIVISION

Capital One Bank,  
Plaintiff

vs.

Katrina L. Fink,  
Defendant

\*

\*  
\* NO.: 08-513-CD

\*

\* Type of Case: Civil

\*

\* Type of Pleaing: Petition to Schedule  
\* Argument

\*

\* Filed on Behalf of: Defendant

\*

\* 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 10:21 a.m. GK

JUN 24 2008

3cc ATTY

William A. Shaw  
Prothonotary/Clerk of Courts

6K

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

Capital One Bank, :  
: Plaintiff : Civil Action  
: vs. : No. 08-513-CD  
: Katrina L. Fink, :  
: Defendant :  
:

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

Defendant, Katrina L. Fink, 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 March 20, 2008.
2. Defendant filed preliminary objections to the complaint and served them on April 16, 2008.
3. Plaintiff filed an Amended Complaint on or about May 5, 2008.
4. Defendant filed preliminary objections to the amended complaint and served them on May 22, 2008.
5. As of June 23, 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

Capital One Bank, :  
:  
Plaintiff : Civil Action  
:  
vs. : No. 08-513-CD  
:  
Katrina L. Fink, :  
:  
Defendant :  
:

ORDER

AND NOW, this 25 day of June, 2008, upon consideration  
of Defendant Katrina L. Fink'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  
23<sup>rd</sup> day of July, 2008 at 11:30 o'clock A .m. in  
Courtroom # 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

  
J.

FILED 3cc Atty  
08:43 cm Four  
JUN 26 2008  
GD

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**JUN 26 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 6-26-2008

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

DOCKET # 103928  
NO: 08-513-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK  
vs.  
DEFENDANT: KATRINA L. FINK

SHERIFF RETURN

NOW, March 31, 2008 AT 1:55 PM SERVED THE WITHIN COMPLAINT ON KATRINA L. FINK DEFENDANT AT 5347 MAHAFFEY GRAMPIAN HWY., MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KATRINA FINK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED  
03/30/08  
JUN 30 2008  
WM  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APOTHAKER	79470	10.00
SHERIFF HAWKINS	APOTHAKER	79470	40.22

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins*  
*by Marley Hays*  
Chester A. Hawkins  
Sheriff

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

Capital One Bank,  
Plaintiff

vs.

Katrina L. Fink,  
Defendant

\*

\* NO.: 08-513-CD

\*

\* Type of Case: Civil

\*

\* Type of Pleading: Certificate of  
\* Service

\*

\* Filed on Behalf of: Defendant

\*

\* Counsel of Record for this Party:

\* Robin Jean Foor, Esquire

\*

\* Supreme Court No.: 41520

\*

\* MidPenn Legal Services

\* 211 East Locust Street

\* Clearfield, PA 16339

\* (814)765-9646

FILED  
01/32/09 AMY  
JUL 03 2009 Foor  
WAS

William A. Shan  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

Capital One Bank, :  
: Plaintiff : Civil Action  
: vs. : No. 08-513-CD  
: :  
: Katrina L. Fink, :  
: Defendant :  
:

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 1st day of July, 2008, I served a copy of the Petition to Schedule Argument and the Order Scheduling Argument filed in that above captioned matter to the following individual by first class mail, postage prepaid:

Kimberly F. Sean, 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.: 150333  
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 ) COURT OF COMMON PLEAS  
c/c Apothaker & Associates, P.C. ) CLEARFIELD COUNTY  
2417 Welsh Road, Suite 21 #520 )  
Philadelphia, PA 19114 ) NO.: 08-513-CD  
Plaintiff, )  
vs. )  
KATRINA L FINK )  
5347 MAHAFFEY GRAMPIAN HWY )  
MAHAFFEY, PA 15757 )  
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.

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

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
SECOND & MARKET STREETS  
CLEARFIELD, PA 16830  
814-765-2641

FILED *cc*  
M 10.346N Atg Apothaker  
JUL 21 2008

William A. Shaw  
Prothonotary/Clerk of Courts

(610)

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

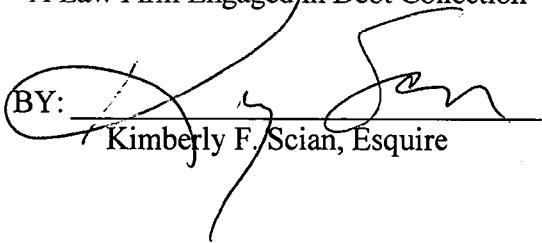
CAPITAL ONE BANK ) COURT OF COMMON PLEAS  
c/o Apotheker & Associates, P.C. ) CLEARFIELD COUNTY  
2417 Welsh Road, Suite 21 #520 )  
Philadelphia, PA 19114 ) NO.: 08-513-CD  
Plaintiff, )  
vs. )  
KATRINA L FINK )  
5347 MAHAFFEY GRAMPIAN HWY )  
MAHAFFEY, PA 15757 )  
Defendant. )

**AMENDED COMPLAINT  
FIRST COUNT**

1. Plaintiff, CAPITAL ONE BANK, is a company with its principal place of business located at 100 East Shore Drive, Glen Allen, VA 23059.
2. Defendant is KATRINA L FINK, an adult individual residing at 5347 MAHAFFEY GRAMPIAN HWY MAHAFFEY, PA 15757.
3. Defendant applied for and received a credit card from Capital One Bank, account number 4862362187780658.
4. Defendant used the credit card, account number 4862362187780658, and as of July 09, 2008 there was an outstanding balance due and owing in the amount of \$3,044.66.
5. In addition, Plaintiff avers that Defendant has failed and continues to fail to make any payments, leaving a balance due and owing of \$3,044.66.
6. At present, the documents evidencing Defendant's indebtedness are not accessible and attached hereto. Per Pa. R.C.P. 1019 (i), Plaintiff is retrieving all documents and will provide same.
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 \$3,044.66 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. Scian, Esquire

Dated: 7/17/2008

Our File No.: 150333

VERIFICATION

Randy Faling, 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.

Randy Faling

DATE: 7-17-08

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.

KATRINA L FINK

) NO.: 08-513-CD

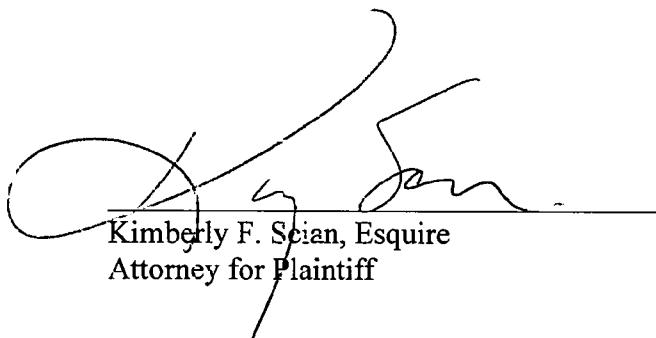
Defendant.

---

CERTIFICATION OF SERVICE

I, Kimberly F. Scian, Esquire, attorney for Plaintiff, certify that on 7/17/2008, 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: 7/17/2008

Our File No.: 150333

CREDIT LINE: UP TO \$1,000.00

OFFICER'S SIGNATURE: *Bob A. Danner*

This Offer  
Expires:  
May 12, 2002

Upon approval, if no card design is selected, you will receive our Silver Matrix card.

Yes  No Would you be interested in blank checks to use for cash advances?

Do you have any bank accounts?

Checking & Savings  Checking only  Savings only  Neither

What is your employment status? (Check the box that most closely applies.)

Full-time  Part-time  Not employed SSI/SSD

Please see the enclosed Important Disclosures for rate, fee and other cost information.

5874361285623 024 012

Katrina L. Fink  
~~see state at~~ RR2 Box 118

Curwensville, PA 16833-1239

1700

Your card and statements will be mailed to the address above.  
(Please cross out and change if you want them mailed to a different address.)

Social Security Number <u>169 58 0152</u>	Date of Birth (Month/Day/Year) <u>7/25/77</u>
Home Phone Number (at permanent address) <u>814-236-2165</u>	Mother's Maiden Name (for security purposes) <u>Sandy fink</u>
E-mail Address (if applicable) <u>Lavah7@Pennswoods.net</u>	
If you are currently enrolled in school, please complete the following section.	
Name of School you are attending (no abbreviations, please)	School year: <input type="checkbox"/> Freshman <input type="checkbox"/> Sophomore <input type="checkbox"/> Junior <input type="checkbox"/> Senior <input type="checkbox"/> Graduate Student
School Phone Number	When do you expect to graduate? (Month/Year)

I have read the Important Disclosures and Terms and Conditions on the reverse side of the letter and agree to be bound as specified therein. You are authorized to check my credit and employment history and school status, if applicable. This offer is nontransferable.

*X/Katrina L. Fink*

Signature

*4/16/02*

Date

5874-12



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

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

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

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

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

042  
ACCOUNT STATUS FOR:  
KATRINA L FINK

60 DAYS  
PAST DUE!

TEMPORARILY  
SUSPENDED

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

D42-0464

**Capital One**

PLATINUM VISA ACCOUNT  
4862-3621-8778-0658

NOV 07 - DEC 05, 2004

Page 1 of 1

## Account Summary

Previous Balance	\$2,366.88
Payments, Credits and Adjustments	\$0.00
Transactions	\$38.00
Finance Charges	\$50.91
New Balance	\$2,455.79
Minimum Amount Due	\$455.79
Payment Due Date	January 06, 2005
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$2,000
Available Credit for Cash	\$0.00

## At your service

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

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

Send payments to: Send inquiries to:  
Attn: Remittance Processing Capital One Services  
Capital One Services P.O. Box 85147  
P.O. Box 85055 Richmond, VA 23276  
Richmond, VA 23285-5015

## Important Account Information

It's Capital One Bow. Week One again! Tune in to ESPN, ESPN2, and ABC starting December 14 for the best in post-season college football action, to see your favorite teams fight for bowl championships, and for college football's ultimate prize: the BCS National Championship. And on New Year's Day, be sure to tune in to ABC to watch the Capital One Bowl and see which mascot is crowned the Capital One National Mascot of the Year!

63636P

## Payments, Credits and Adjustments

### Transactions

1	06 DEC	CAPITAL ONE MONTHLY MEMBER FEE	\$3.00
2	06 DEC	PAST DUE FEE	\$35.00

You were assessed a past due fee of \$35.00 on 12/06/2004 because your minimum payment was not received by the due date of 12/06/2004. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

## Finance Charges

Please see reverse side for important information.

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$347.24	.07096%	25.90%	\$18.04
CASH	\$0.00	.07096%	25.90%	\$0.00
SPECIAL TRANSFERS	\$1,544.25	.07096%	25.90%	\$32.87

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**Capital One**

0000000 0 4862362187780658 06 24557005800045579

New Balance \$2,455.79  
Minimum Amount Due \$455.79  
Payment Due Date January 06, 2005  
Total enclosed \$   
Account Number: 4862-3621-8778-0658

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

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address <span style="border: 1px solid black; display: inline-block; width: 15px; height: 15px; vertical-align: middle;"></span>		

Capital One Bank  
P.O. Box 65147  
Richmond, VA 23276

063635  


#903426604583903# MAIL ID NUMBER  
KATRINA L FINK  
5347 MAHAFY GRMPN HWY  
MAHAFFEY PA 15757

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

## 1. How To Avoid A Finance Charge.

**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 Balance."

- b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally if you do not make a payment on or before the due date, the balance will accrue in full, finance charge will continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but do not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account. Minimum Finance Charge: If you do not make a payment, your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- c. **Termination in Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given 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 rates(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 to the daily balance of that segment in that account. 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 interest or finance charge posted to the previous day's balance for that segment. Then we subtract any payments or credits posted as of that day that are allocated to that segment. This gives us a current 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 accounts do not affect the New 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 shown on your statement.

b. If the code '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, add daily net new transactions to each segment, and subtract daily net 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).**

- The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankard Prime) appears on the front of this statement, the head note states that 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.
- If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR) appears on the front of your statement, the head note states that the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date 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

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.

your account by calling our Customer Relations Department. You must destroy your credit card(s) and return them to us. Once we receive your card(s), we will issue a refund to your account.

account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing, we may continue to consider receipt of a charge your 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 amounts, service fees, returned payment fees, cash advance fees and any other fees.

You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you request to close the account. To help prevent this, you may request to close the account on the telephone or by mail.

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 responded, the amount of the charge will be applied 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 is closed, as described in the section above. Using Your Account. Your card or account cannot be used in connection with any internet banking.

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 recurring payment. 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 Q: Questions About Your Bill)  
If you think your bill is wrong, if you need more information or a transcript of your bill, please 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 hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call us Customer Relations, but doing so will not prevent you from filing a letter giving us the necessary information: your name and address, the date and amount of the suspected error, a description of the error and an explanation. If possible, of why you believe there is an error; or if you need more information, a description of what you are asking about. You do not have to pay any amount in question while we are investigating it. 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 \$65.00 and the purchase was made in your home state or within .00 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.

<sup>†</sup> Does not apply to consumer non-credit card accounts

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

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**Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.**

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

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

### Good news – it's not too late.

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

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



### PLATINUM VISA ACCOUNT

4962-3621-8778-0658

DEC 07, 2004 - JAN 06, 2005

Page 1 of 1

#### Account Summary

Previous Balance	\$2,455.79
Payments, Credits and Adjustments	\$0.00
Transactions	\$38.00
Finance Charges	\$54.60
New Balance	\$2,548.39
Minimum Amount Due	\$2,548.39
Payment Due Date	February 05, 2005
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$2,000
Available Credit for Cash	\$0.00

#### At your service

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

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

Send payments to: Send inquiries to:  
 Attn: Remittance Processing Capital One Services  
 Capital One Services P.O. Box 85147 P.O. Box 85015  
 P.O. Box 85147 Richmond, VA 23276 Richmond, VA 23285-5C15

#### 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	\$904.18	.07096%	25.90%	\$19.89
CASH	\$0.00	.07096%	25.90%	\$0.00
SPECIAL TRANSFERS	\$1,578.02	.07096%	25.90%	\$34.71

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362187780658 05 254839C58C0254839

New Balance \$2,548.39  
 Minimum Amount Due \$2,548.39  
 Payment Due Date February 05 2005  
 Total enclosed \$   
 Account Number: 4862-3621-8778-0658

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

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address <input type="text"/>		

#9000766045839039# MAIL ID NUMBER  
 KATRINA L FINK  
 5347 MAHAFY GRMPN HWY  
 MAHAFEEY PA 15757



062883

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

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 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, before the date it is to be credited by you on next statement closing date. There will be no finance charge on advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance."

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is posted to your account or 3) the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire "New Balance" indicated on the front of your statement by the due date. We will not deduct our 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 imposed. If the total finance charge resulting from the application of your periodic rate 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.

† 1. 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. We calculate the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then, at the end of the billing period, we add up the daily balance of each segment to arrive at the total periodic finance charge for each account. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day. Then, for that segment, we subtract any periodic 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 was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not included in 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 by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance in the daily 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 each segment and add the balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

**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 D (Prime), L (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*. These rates 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-mc. LIBOR Repriced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here in the order during any billing period under the terms of your customer agreement. We reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to cancel your account. If you do not cancel your account, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Want to Close Your Account. You can choose 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 reactivating your authorization to reopen your account. Additionally, your account will 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 the account or on the statement(s) following 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 you 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 is closed 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 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 we sent you the first bill on which the error or question appears. Call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error or why you are unclear about the amount of the item you are unclear 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 are questioning.

**† Special Rule For Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or in a state of your choice. 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 are questioning.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

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

### Good news – it's not too late.

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

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



PLATINUM VISA ACCOUNT

4862-3621-8778-0658

DEC 07, 2004 - JAN 06, 2005

Page 1 of 1

#### Account Summary

Previous Balance	\$2,455.79
Payments, Credits and Adjustments	\$0.00
Transactions	\$38.00
Finance Charges	\$54.60
New Balance	\$2,548.39
Minimum Amount Due	\$2,548.39
Payment Due Date	February 05, 2005
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$2,000
Available Credit for Cash	\$0.00

#### At your service

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

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

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

#### Important Account Information

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.

62883P

#### Finance Charges

Please see reverse side for important information			
	Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES	\$904.18	.07099%	25.90%
CASH	\$0.00	.07099%	25.90%
SPECIAL TRANSFERS	\$1,578.02	.07099%	25.90%

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362187780658 06 25483905800254839

New Balance \$2,548.39  
Minimum Amount Due \$2,548.39  
Payment Due Date February 05, 2005  
Total enclosed \$   
Account Number: 4862-3621-8778-0658

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

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

#9000766045839039# MAIL ID NUMBER  
KATRINA L FINK  
5347 MAHAFFY GRNZN HWY  
MAHAFFY PA 15757



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

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

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

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is presented to your Account or 3) from the first calendar day of the month following the transaction. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but 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 imposed. If the total finance charge resulting from the application of your periodic rate to the "New Balance" is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the balance 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 charges are calculated by multiplying the daily balance of each segment of your account by the cash advance, purchase, special transfer, and special purchase by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then, at the end of the billing period, we add up the total of the daily balances to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day for that segment. We then subtract any previous 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 was zero or a credit amount), new transactions which post to your purchase or special purchase segment are added to the total 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 by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between the calculation and the amount of finance charge actually assessed.

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 for each segment.) Then, we divide the average daily balance of each segment by the 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 D (Prime), G (G-1000), 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.

c. These rates 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 LIBOP) or G (3-mo LIBOP Repriced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *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. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here in the order during any billing period. Under the terms of your customer agreement, we will have 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.

6. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date of this statement to cancel the fee if you do not pay the fee or to have such fee removed from your account if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period. If you close your account, you will be required to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receiving a charge your authorization to reopen your account. Additionally, your account will 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 are valid or not at the time you request to close the account or they still incur fees due to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged to your account, to the extent permitted by law, until the account has been closed. See Item 11 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 inquiries shown on the front of this statement. We must receive your letter within 60 days of when you receive the first bill on which the error or problem appeared. You may call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, the description of the transaction or bill you are inquiring about. You will have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

**† Special Rule For Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50,000 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 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**

1. **Does not apply to business non-credit card accounts**

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## Access your account online ...

Register today at  
[www.capitalone.com](http://www.capitalone.com).

With Capital One® online account servicing, getting account information and making payments is easy. Check out just a few of the things you can do:

- Pay your bill online
- Check your balance and available credit
- View your statement

Plus, take advantage of other special offers developed especially for you!



*see reverse for details ▶*

027-0402

## Capital One®

### Account Summary

Previous Balance	\$2,548.39
Payments, Credits and Adjustments	\$0.00
Transactions	\$38.00
Finance Charges	\$56.65
New Balance	\$2,643.05
Minimum Amount Due	\$2,643.05
Payment Due Date	March 05, 2005
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$2,000
Available Credit for Cash	\$0.00

### At your service

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

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

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

### PLATINUM VISA ACCOUNT

4862-3621-8778-0658

JAN 07 - FEB 06, 2005

Page 1 of 1

### Payments, Credits and Adjustments

#### Transactions

1	06 FEB	CAPITAL ONE MONTHLY MEMBER FEE	\$3.00
2	06 FEB	PAST DUE FEE	\$35.00

You were assessed a past due fee of \$35.00 on 02/06/2005 because your minimum payment was not received by the due date of 02/05/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

### Finance Charges

*Please see reverse side for important information.*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$362.69	.0709% <sup>6</sup>	25.90%	\$21.18
CASH	\$0.00	.0709% <sup>6</sup>	25.90%	\$0.00
SPECIAL TRANSFERS	\$1,513.10	.0709% <sup>6</sup>	25.90%	\$35.48

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

## Capital One®

0300003 0 4862362187780658 06 2643050058002643059

New Balance \$2,643.05  
Minimum Amount Due \$2,643.05  
Payment Due Date March 05, 2005  
Total enclosed \$   
Account Number: 4862-3621-8778-0658

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

Street	Apt. #	
City	State	ZIP
Home Phone	Alt/Office Phone	
Email Address <input type="text"/>		

#9003766045839036# MAIL ID NUMBER  
KATRINA L FINK  
5347 MAHAFFY GRM P/N HWY  
MAHAFEE PA 15757



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

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

Even if you've already sent us your e-mail address, please fill out the form and return it with your payment.  
We want to make sure our records are up to date.



E-mail address:

*Please print clearly in black or blue ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.*

Name: **KATRINA L FINK** Account #: **4862362187780658**

Your privacy is protected at Capital One. You can feel secure knowing your e-mail address will never be sold or distributed without your consent.  
For more information about our privacy policy, please visit <http://www.capitalone.com/parent/legal/privacy.shtml>.

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## 1. How To Avoid A Finance Charge.

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

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed a 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 unpaid balance until the unpaid balance is paid in full. This means you may still owe finance charges even if you paid 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 FINANCE CHARGE of 30.50 will be imposed. If the total of your new purchases, new balance transfers, application of your periodic rate(s) is less than 30.50, we will subtract that amount from the 30.50 minimum and the difference will be billed to the purchase segment of your account.

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

2. **Accruing New Balance (Includes New Purchases).**

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment. You are then given 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 of your account, we take the beginning balance for each segment and add any new transactions and any new finance charges 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 or a credit amount), new transactions which post to your account in the same 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 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 new finance charges calculated on 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 and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the indices as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

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

d. **Assessing Late, Overlimit and Returned Payment Fees.** If your account will be subject to one or more 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 later time.

e. **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 through our Customer Relations Department and pay your account in full. In exceeding the membership fee prior to the end of the thirty day period.

f. **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, we may consider the receipt of a charge 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, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You may request to close your account whether they appear on your account at the time you request to close the account or if they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee on your account, the fee will continue to be charged to the account until it is 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 your check or to convert your check to an 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 "Address on back of card" on the front of this statement. We must receive your letter within 60 days after we send you the first bill on which the error or problem appears. 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. 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 10% of the purchase price of the item you bought or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed 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](http://www.capitalone.com).

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01LGBAK

060800100  
08165P  
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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments made by us in 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, clips or tape when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit<sup>†</sup> 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.

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

CAPTIAL ONE,  
Plaintiff

vs.

KATRINA A. FINK,  
Defendant

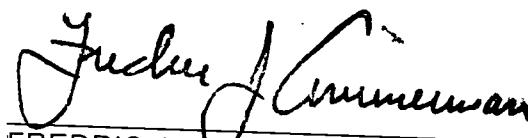
\*  
\*  
\*  
\*

NO. 08-513-CD

ORDER

NOW, this 23<sup>rd</sup> day of July, 2008, it is the ORDER of this Court that the Defendant's Preliminary Objections to the Plaintiff's Complaint be granted. The Plaintiff shall have no more than 20 days from this date to file an Amended Complaint which shall contain the Plaintiff Company's address as well as detailed statements of the account showing purchases made, the date of default, the name the account was in 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.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

FILED 1CC Atlys:  
074:00 BX JUL 24 2008  
Apostate  
Foor  
William A. Shaw  
Prothonotary/Clerk of Courts  
(610)

**FILED**

**JUL 24 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 7/24/08

       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.

Katrina L. Fink,  
Defendant

\*

\*

\* NO.: 08-513-CD

\*

\* Type of Case: Civil

\*

\* Type of Pleading: Motion to  
\* Dismiss Complaint

\*

\* Filed on Behalf of: Defendant

\*

\* 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  
01/17/2009 Atty Foor  
AMC 2/2/2009 (GJW)

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. 08-513-CD
	:	
KATRINA A. FINK,	:	
	:	
Defendant	:	

**DEFENDANT'S MOTION TO DISMISS**

Defendant, Katrina A. Fink, 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 July 23, 2008 at which counsel for the plaintiff and the defendant appeared, the court sustained defendant's preliminary objections.
2. On July 23, 2008, the Court issued an order giving the plaintiff twenty days to file an amended complaint.
3. That order was served on plaintiff's counsel by the prothonotary on July 24, 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. 08-513-CD

:

KATRINA A. FINK,

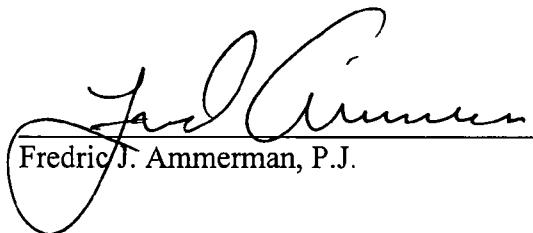
:

Defendant :

ORDER

AND NOW this 28 day of Aug<sup>st</sup>, 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  
09/14/2008  
AMERICAN  
COURT OF COMMON PLEAS

William A. Shaw  
Prothonotary/Clerk of Courts  
3CC Atty Foor  
611

**FILED**

**AUG 29 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 8/29/08

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: