

08-624-CD
Capital One vs Anthony Frank

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

CAPITAL ONE BANK

Plaintiff No: 2008-624-CD

vs.

COMPLAINT IN CIVIL ACTION

ANTHONY L FRANK

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06142882 C N Pit SXM

FILED
m 2:00p.m GK
APR 04 2009

William A. Shaw
Prothonotary/Clerk of Courts

Att'y PAID 95.00
ICC Sheriff

JUNE 8, 2009 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

GK

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No

ANTHONY L FRANK

Defendant

COMPLAINT AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext 1300-1301

COMPLAINT

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

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

ANTHONY L FRANK
90 FAWN LN
MORRISDALE, PA 16858

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXXX8774 .

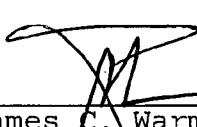
4. Defendant made use of said credit card and has a current balance due of \$1176.58 , as of January 11, 2008 .

5. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

6. Plaintiff is entitled to the addition of interest at the rate of 28.490% per annum on the unpaid balance from January 11, 2008 . A copy of Plaintiff's STATEMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

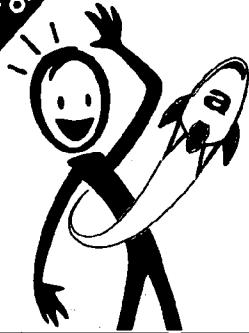
7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , ANTHONY L FRANK , INDIVIDUALLY , in the amount of \$1176.58 with continuing interest thereon at the rate of 28.490% per annum from January 11, 2008 plus costs.


James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06142882 C N Pit SXM

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

Special
Capital One
Cardholders
Offer



First 3 months half-price

\$497*

a month;
\$9.95/mo. thereafter

Now with **FREE Accelerator**
for the first 12 months! - a '60 value

SIGN UP TODAY!
1-877-778-1207

Mention Offer Code: GARNET
Or visit www.peoplepc.com/go/garnet

UNLIMITED INTERNET ACCESS

003

peoplepc™ online

A better way to Internet.

PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers at half price for the first 3 months!

- Virus Protection powered by Symantec™
- Pop-Up Blocker™
- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

CapitalOne®

PLATINUM VISA ACCOUNT

4862-3622-1402-8774

APR 28 - MAY 27, 2006

Page 1 of 1

Account Summary

Previous Balance	\$757.81
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$17.95
 New Balance	 \$804.76
Minimum Amount Due	\$804.76
Payment Due Date	June 27, 2006
 Total Credit Line	 \$450
Total Available Credit	\$0.00
Credit Line for Cash	\$450
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1 27 MAY PAST DUE FEE \$29.00

Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

You were assessed a past due fee of \$29.00 on 05/27/2006 because your minimum payment was not received by the due date of 05/27/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

At your service

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

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

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

EXHIBIT

812

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$766.44	.07805% P	28.49%	\$17.95
CASH	\$0.00	.07805% P	28.49%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

28.49%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 4862362214028774 27 0804760025000804765

New Balance	\$804.76
Minimum Amount Due	\$804.76
Payment Due Date	June 27, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3622-1402-8774

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		

#9014821844117501# MAIL ID NUMBER

ANTHONY L FRANK
107 FAIRVIEW RD
OSCEOLA MILLS PA 16666-1704

000612
000612

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 790216
St. Louis, MO 63179-0216

peoplepc™ online
A better way to Internet.

UNLIMITED INTERNET ACCESS

SIGN UP TODAY!

1-877-778-1207

Mention Offer Code: GARNET
Or visit www.peoplepc.com/go/garnet

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

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

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

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

© 2006 PeoplePC Inc. All Rights Reserved. PeoplePC Online and its logos are trademarks of PeoplePC in the U.S. and other countries.

© 2006 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.



27002 20100
612

1. How To Avoid A Finance Charge.

† a. Grace Period. You will have a minimum grace period of 20 days without finance charge on new purchases, new advances, purchases, special transfers, and any 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 month being processed. Additionally, if you did not pay your "New Balance" in full during the 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 until the following month. Any unpaid charges are added to the applicable segment of your Account.

c. Minimum Finance Charge. For each billing period, 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 total balance is less than \$0.50, we will not charge that amount, but the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

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

2. Average Daily Balance, Including New Purchases.

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 have been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment to the daily balance of 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 add up the daily balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you have the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

e. 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 each day, add any new transactions, subtract any payments and any new payments or credits. (If the code "N" appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up the daily balances for each segment, divide the total by the daily balance 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. The code "D (Prime)", C (3-mo. LIBOR), C (2-month LIBOR), or S (Benchmark Prime) appears on the front of this statement next to the periodic rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. 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. The code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repaid Monthly) appears on the front of your statement next to the periodic rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

d. Annual Percentage 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 fee without prior notification to you without waiving our right to assess the same or similar fees at a later time.

e. Transaction Fees. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this time, you may continue to use your account without having to pay the membership fee. If you do not cancel your account within 30 days, we will assess the membership fee to you monthly 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.

f. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. Before you close your account, cancel all unauthorized bills and account access checks, cancel all unauthorized bills, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe, including any transaction fees, late fees, unauthorized finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are included subsequently 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 received payment from that merchant, and your account has been closed, your account will be re-opened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for individual bills or front of this statement. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount in dispute, the date of the bill, the error or problem and an explanation. If possible, or 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. When we investigate your question, we cannot report you as a delinquent or take any action to collect the amount you question.

1. 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 to get satisfaction from the person or merchant, you may have the right to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we sold you the advertisement, 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. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 01LGLBAK

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

VERIFICATION

CAPITAL ONE BANK

vs

FRANK, ANTHONY L

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



JAMELA SINGLETARY



Notary Public

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

4862362214028774

A049

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

FILED

APR 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket #

104001

CAPITAL ONE BANK

Case # 08-624-CD

VS.

ANTHONY L. FRANK

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW July 28, 2008 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO ANTHONY L. FRANK, DEFENDANT. SEVERAL ATTEMPTS, NO RESPONSE

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3255883	10.00
SHERIFF HAWKINS	WELTMAN	3255883	53.39

FILED

93:30cm
JUL 28 2008

LM
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

So Answers,

____ Day of _____ 2008

*Ches A. Hawkins
by Marilyn Harris*
Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK

Plaintiff

No: 2008-624-CD

vs.

COMPLAINT IN CIVIL ACTION

ANTHONY L FRANK

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06142882 C N Pit SXM

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

APR 04 2008

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No

ANTHONY L FRANK

Defendant

COMPLAINT AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext 1300-1301

COMPLAINT

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

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

ANTHONY L FRANK
90 FAWN LN
MORRISDALE, PA 16858

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXXX8774 .

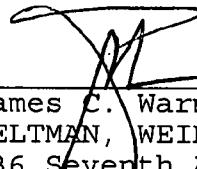
4. Defendant made use of said credit card and has a current balance due of \$1176.58 , as of January 11, 2008 .

5. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

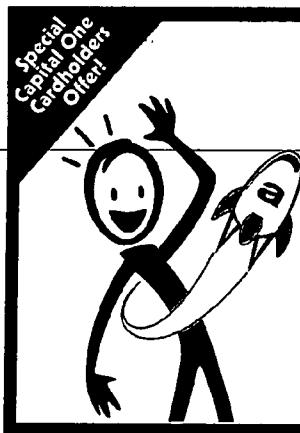
6. Plaintiff is entitled to the addition of interest at the rate of 28.490% per annum on the unpaid balance from January 11, 2008 . A copy of Plaintiff's STATEMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

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

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , ANTHONY L FRANK , INDIVIDUALLY , in the amount of \$1176.58 with continuing interest thereon at the rate of 28.490% per annum from January 11, 2008 plus costs.


James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06142882 C N Pit SXM

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



First 3 months half-price

\$497*
a month;
\$9.95/mo. thereafter

Now with **FREE Accelerator**
for the first 12 months*-a '60 value

SIGN UP TODAY!
1-877-778-1207

Mention Offer Code: GARNET
Or visit www.peoplepc.com/go/garnet

UNLIMITED INTERNET ACCESS

CapitalOne

PLATINUM VISA ACCOUNT

4862-3622-1402-8774

APR 28 - MAY 27, 2006

Page 1 of 1

Account Summary

Previous Balance	\$757.81
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$17.95
 New Balance	 \$804.76
Minimum Amount Due	\$804.76
Payment Due Date	June 27, 2006
 Total Credit Line	 \$450
Total Available Credit	\$0.00
Credit Line for Cash	\$450
Available Credit for Cash	\$0.00

At your service

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

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:	Send inquiries to:
Attn: Remittance Processing	
Capital One Bank	Capital One
P.O. Box 790216	P.O. Box 30285
St. Louis, MO 63179-0216	SLC, UT 84130-0285

003
peoplepc™ online

A better way to Internet.

PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers at half price for the first 3 months!

- Virus Protection powered by Symantec™
- Pop-Up Blocker™
- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

Payments, Credits and Adjustments

Transactions

1	27 MAY	PAST DUE FEE	\$29.00
---	--------	--------------	---------

Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

You were assessed a past due fee of \$29.00 on 05/27/2006 because your minimum payment was not received by the due date of 05/27/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

EXHIBIT

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$766.44	.07805% P	28.49%	\$17.95
CASH	\$0.00	.07805% P	28.49%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

28.49%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 0 4862362214028774 27 0804760025000804765

New Balance	\$804.76
Minimum Amount Due	\$804.76
Payment Due Date	June 27, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3622-1402-8774

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

Street	Apartment #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		

612

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

000812

#9014821844117501# MAIL ID NUMBER
ANTHONY L FRANK
107 FAIRVIEW RD
OSCEOLA MILLS PA 16666-1704

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

peoplepc™ online
A better way to Internet.

UNLIMITED INTERNET ACCESS

SIGN UP TODAY!
1-877-778-1207

Mention Offer Code: GARNET
Or visit www.peoplepc.com/go/garnet

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

*PeoplePC Online: First 5 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

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

© 2006 PeoplePC Inc. All Rights Reserved. PeoplePC Online and its logos are trademarks of PeoplePC in the U.S. and other countries.

© 2006 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.



27R02-Z 0100
912 2

1. How To Avoid A Finance Charge.

†^a Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in full, no later than the next statement closing date. There will be 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 and are not finance charge (1) the transaction date 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. 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. If you pay the ending "New Balance" indicated on the front of your statement by the next statement closing date, we will 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 balance is less than \$40.50, a minimum FINANCE CHARGE of \$0.50 will be applied. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

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

2. Average Daily Balance (including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchases) by the periodic rate(s) that have been previously disclosed to you. At the end of each segment of the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To calculate the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This continues for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by dividing the total balance by the number of days in the month 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 you are 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 add any unpaid balance to the daily balance of each segment.) This gives 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 monthly and may increase or decrease based on the stated indices, found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month of January, April, July and October.

c. If 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, found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month of January, April, July and October.

d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you 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 choose. You may apply for a membership fee or the membership fee to 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 Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until we receive your request to close the account. If you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close your account or are assessed prior 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 monthly fee on your account, the monthly fee will continue to be charged to the account determined 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. **Mobile Account Electronic Check Conversion.** When you provide a check as payment, you authorize us 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 bill or statement, write or call us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send you the bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name, account number, the amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you must discontinue paying the particular amount in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

8. [†] Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your home address. (If we own or operate the merchant, or if we make you pay an advertisement for the property or service, 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. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 01LGLBAK

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 envelope; and (2) you mail it to us 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 time, including on an off day, we receive them. Our business days are Monday through Friday, 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 an electronic transfer debit from your account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

VERIFICATION

CAPITAL ONE BANK

vs

FRANK, ANTHONY L

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


JAMELA SINGLETARY


Notary Public

MARCHA DAVIS
HENRY COUNTY, GEORGIA
NOTARY PUBLIC
EXPIRED APRIL 2010
APRIL 22, 2010

4862362214028774

A049

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

FILED

JUL 28 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff No. 2008-624-CD

vs. MOTION FOR ALTERNATE SERVICE

ANTHONY L FRANK

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED *7/1/07* *APR 20 2009* *2009*
no cc
S *W.A. Shaw* *GR*
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff No. 2008-624-CD

vs.

ANTHONY L FRANK

Defendant

PLAINTIFF'S MOTION FOR ALTERNATE SERVICE

AND NOW, comes Plaintiff, by counsel, Weltman, Weinberg & Reis Co., L.P.A. and requests this honorable court to enter an Order allowing the Plaintiff to make service upon Defendant, ANTHONY L FRANK, by certified U.S. Mail and Certificate of Mailing, addressed to 90 Fawn Lane, Morrisdale, Pa 16858, averring in support thereof the following:

1. On or about JANUARY 11TH, 2008, Plaintiff filed a Complaint in Civil Action against Defendant to recover the unpaid balance due Plaintiff from Defendant in the amount of \$1,176.58.

2. When the Clearfield County sheriff attempted to make service of Plaintiff's Complaint on Defendant, they were unable to do so, indicating that after several separate attempts no service was made. A true and correct copy of the return of no service is attached hereto, marked Exhibit "1", and made a part hereof.

3. Upon receipt of the return of no service, Plaintiff conducted an investigation with the United States Postal Service to confirm the physical address of the Defendant.

4. Pursuant to Plaintiff's request for information, the United States Postal Service confirmed Defendant's physical address of 90 Fawn Lane, Morrisdale, Pa 16858. A true and correct copy of Plaintiff's Postal Request is attached hereto, marked as Exhibit "2", and made a part hereof.

5. Plaintiff conducted an online white pages search and Plaintiff was unable to confirm a current address for Defendant.

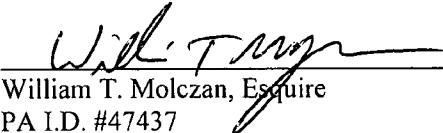
6. Plaintiff conducted a search of the Clearfield County Tax Assessment office, which could not confirm the Defendant as being the registered owner of 90 FAWN LANE, MORRISDALE, PA 16858

7. Upon receipt of the Sheriff's return of no service, Plaintiff conducted an investigation with the LexisNexis Total Research System to confirm the physical address of the Defendant.

8. Pursuant to Plaintiff's request for information, LexisNexis Total Research System confirmed Defendant's physical address of , a true and correct copy of the LexisNexis search results is attached hereto, marked as Exhibit "3", and made a part hereof.

9. Based upon the foregoing, Plaintiff believes and therefore avers that Defendant is attempting to avoid service of process in the above-captioned matter and Plaintiff therefore seeks an Order of Court, pursuant to Pennsylvania Rule of Civil Procedure 430, granting Plaintiff leave to serve its Complaint on Defendant by alternative means.

WHEREFORE, Plaintiff requests this Honorable Court to enter an Order pursuant to PA.R.C.P. 430(a), authorizing the Plaintiff to serve Defendant by Certified U.S. Mail and Certificate of Mailing sent to an address (90 Fawn Lane, Morrisdale, Pa 16858) at which Defendant is presently receiving mail according to information obtained from the Post Office, or by allowing service by a competent adult.



William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

CAPITAL ONE BANK

NO. 2008-624-CD

Plaintiff

vs.

ANTHONY L FRANK

Defendant

AFFIDAVIT PURSUANT TO PA R.C.P. 430 (a)

BEFORE ME, a Notary Public, in and for the foregoing County and Commonwealth, personally appeared William T. Molczan, Esquire, of Weltman, Weinberg & Reis, Co., L.P.A., attorneys for Plaintiff, and deposes and says that the following accurately reflects efforts made to ascertain the exact whereabouts of Defendant named in the above-captioned matter.

- a. Plaintiff requested current address information from the United States Postal Service, which request for information confirmed the current address for Defendant as being 90 Fawn Lane, Morrisdale, Pa 16858.
- b. Plaintiff conducted an online white-pages search for the address of the Defendant that was unable to confirm the address as being 90 Fawn Lane, Morrisdale, Pa 16858.
- c. Plaintiff conducted an online tax-assessment search for the address of the Defendant that was unable to confirm that the Defendant is the registered owner of 90 FAWN LANE, MORRISDALE, PA 16858

d. Plaintiff requested current address information from the LexisNexis Total Research System, which request for information confirmed the current address for Defendant as being A true and correct copy of the LexisNexis search results is marked Exhibit "3" attached hereto and made a part hereof.

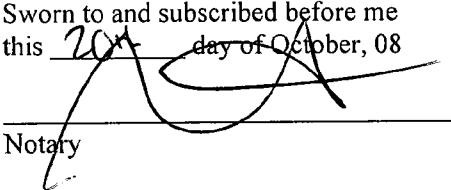
Finally, Affiant deposes and says that after the foregoing investigation, the exact whereabouts of the Defendant, ANTHONY L FRANK, is 90 Fawn Lane, Morrisdale, Pa 16858.

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

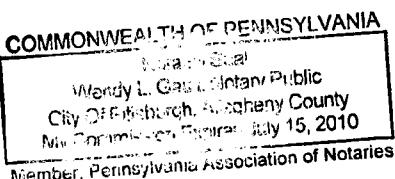


Attorney for Plaintiff

Sworn to and subscribed before me
this 20 day of October, 08



Notary



CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the within Motion for Alternate Service was served on the 13rd day of April, 2008, by first class, U.S. Mail, postage-prepaid, and by certified U.S. mail addressed as follows:

ANTHONY L FRANK
90 Fawn Lane
Morrisdale, Pa 16858



Attorney for Plaintiff

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

CAPITAL ONE BANK

Plaintiff No. 2008-624-CD

vs.

**BRIEF IN SUPPORT OF
MOTION FOR ALTERNATE SERVICE**

ANTHONY L FRANK

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

CAPITAL ONE BANK

Plaintiff

No. 2008-624-CD

vs.

ANTHONY L FRANK

Defendant

BRIEF IN SUPPORT OF
MOTION FOR ALTERNATIVE SERVICE

AND NOW, comes Plaintiff, by and through its attorneys, Weltman, Weinberg & Reis Co., L.P.A., and files the following Brief in Support of Petition For Alternative Service:

FACTS OF CASE

This action arises out of Defendant's failure to pay a debt owed to Plaintiff. On or about 11TH, Plaintiff filed a Complaint against Defendant seeking judgment for the unpaid debt in the amount of \$1,176.58 plus interest and costs. When the Clearfield County sheriff attempted to make service of Plaintiff's Complaint they were unable to do so. Plaintiff now moves for alternative service.

LEGAL ARGUMENT

If the Sheriff cannot make service, the plaintiff may move the court for a special order directing the method of service. Pa.R.C.P. 403(a). The motion shall be accompanied by an

affidavit stating the nature and extent of the investigation, which has been made to determine the whereabouts of the defendant and the reasons why service cannot be made. Id.

Here, Plaintiff conducted an investigation with the United States Postal Service to confirm the physical address of the Defendant. Pursuant to Plaintiff's request for information, the United States Postal Service confirmed Defendant's physical address of 90 Fawn Lane, Morrisdale, Pa 16858. Plaintiff conducted an online white pages search and Plaintiff was unable to confirm a current address for Defendant. Plaintiff contacted the Clearfield County Tax Assessment office, which could not confirm the Defendant's current physical address as 90 Fawn Lane, Morrisdale, Pa 16858. Plaintiff conducted an investigation with the LexisNexis Total Research System, which confirmed the physical address of the Defendant as being

Based upon the foregoing, Plaintiff believes and therefore avers that Defendant is attempting to avoid service of process in the above-captioned matter and Plaintiff therefore seeks an Order of Court, pursuant to Pennsylvania Rule of Civil Procedure 430, granting Plaintiff leave to serve its Complaint on Defendant by alternative means.

WHEREFORE, Plaintiff prays that this Honorable Court sign the attached order allowing alternative service.

Respectfully Submitted,

By: W.W. Rye

Brief

4142882

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket #

104001

CAPITAL ONE BANK

Case # 08-624-CD

vs.

ANTHONY L. FRANK

CC-1001

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW July 28, 2008 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO ANTHONY L. FRANK, DEFENDANT. SEVERAL ATTEMPTS, NO RESPONSE

SERVED BY: /

EXHIBIT

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3255883	10.00
SHERIFF HAWKINS	WELTMAN	3255883	53.39

Sworn to Before me This

____ Day of _____ 2008

So Answers,

Chester A. Hawkins

Chester A. Hawkins
Sheriff

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

ATTORNEYS AT LAW
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
412.434.7955
www.weltman.com

WILLIAM T. MOLCZAN
Attorney at Law
412.434.7955
Fax 412.434.7959
wmolczan@weltman.com



BURLINGTON, NJ
609.914.0437
CHICAGO, IL
847.940.9812
CINCINNATI, OH
513.723.2200
CLEVELAND, OH
216.685.1000
COLUMBUS, OH
614.228.7272
DETROIT, MI
248.362.6100
PHILADELPHIA, PA
215.599.1500

EXHIBIT

2

August 8, 2008

Postmaster
MORRISDALE, PA 16858

Request for Change of Address or Boxholder Information Needed for Service of Legal Process

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: ANTHONY L FRANK
Address: 90 FAWN LN
MORRISDALE, PA 16858

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: William T. Molczan, Esquire, Attorney for Plaintiff, CAPITAL ONE BANK
2. Statute or regulation that empowers me to serve process: N/A
3. The names of all known parties to the litigation: CAPITAL ONE BANK vs. ANTHONY L FRANK
4. The Court in which the case has been or will be heard: Court of Common Pleas of CLEARFIELD
5. The docket or other identifying number if one has been issued: 2008-624-CD

The capacity in which this individual is to be served: Defendant

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.



Cory Fritz

WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

FOR POST OFFICE USE ONLY

BOXHOLDER'S POSTMARK

Not known at address given.
 Moved, left no forward address.
 No such address.
 No change of address on file
 Good as Addressed

XXX PLEASE INDICATE PHYSICAL ADDRESS

NEW ADDRESS or NAME and STREET ADDRESS



FRANK, ANTHONY L
FRANK, ANTHONY
FRANK, A
FRANKS, ANTHONY L
FRANKS SR, ANTHONY L
(DOB: 05/1960)
(Age: 48)

90 FAWN LN
MORRISDALE, PA 16858-7852
CLEARFIELD COUNTY

EXHIBIT

3

B

FILED

APR 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff No. 2008-624-CD
vs.

ANTHONY L FRANK

Defendant

ORDER OF COURT

AND NOW, to-wit, this 20th day of April, 2008,
upon consideration of the foregoing Motion for Service of the Complaint in Civil Action Pursuant to
Special Order of Court and attached supporting affidavit, it is hereby ORDERED, ADJUDGED AND
DECREED, that the service of the Complaint in Civil Action may be made on Defendant, ANTHONY L
FRANK, by permitting the Plaintiff to mail a copy of the Complaint in Civil Action to the Defendant at the
last known address being 90 Fawn Lane, Morrisdale, Pa 16858 by Certified Mail and by Certificate of
Mailing Postal Form 3817, postage prepaid. Service to be completed upon mailing.

BY THE COURT:

Frederick J. Zimmerman

9
FILED 3cc
01/4/08 BY Atty Molczan
APR 20 2014
William A. Shaw
Prothonotary/Clerk of Courts

FILED

APR 20 2009

William A. Sharaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA),NA

Plaintiff No. 2008-624-CD

vs. PRAECIPE TO REINSTATE COMPLAINT

ANTHONY L FRANK

Defendant(s) FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA ID #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#6142882

✓ FILED Atty pd. 7:00
10/13/09 4:53PM
JAN 08 2009 No CC

William A. Shaw
Prothonotary/Clerk of Courts (No Compl. Reinstated-
none submitted)
(610)

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

CAPITAL ONE BANK (USA),NA

Plaintiff

vs.

Civil Action No. 2008-624-CD

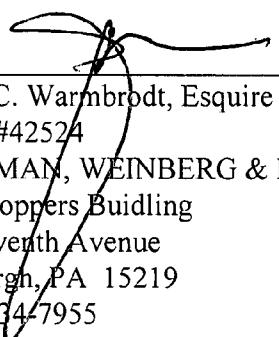
ANTHONY L FRANK

Defendant(s)

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

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

By: 
James C. Warmbrodt, Esquire
PA ID #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR #6142882

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

CAPITAL ONE BANK

Plaintiff No:

vs.

COMPLAINT IN CIVIL ACTION

ANTHONY L FRANK

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06142882 C N Pit SXM

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No

ANTHONY L FRANK

Defendant

COMPLAINT AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext 1300-1301

COMPLAINT

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

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

ANTHONY L FRANK
90 FAWN LN
MORRISDALE, PA 16858

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXXX8774 .

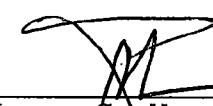
4. Defendant made use of said credit card and has a current balance due of \$1176.58 , as of January 11, 2008 .

5. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

6. Plaintiff is entitled to the addition of interest at the rate of 28.490% per annum on the unpaid balance from January 11, 2008 . A copy of Plaintiff's STATEMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

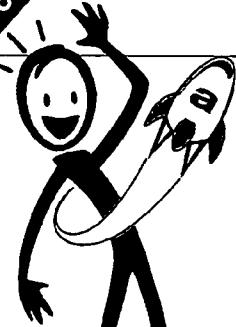
7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , ANTHONY L FRANK , INDIVIDUALLY , in the amount of \$1176.58 with continuing interest thereon at the rate of 28.490% per annum from January 11, 2008 plus costs.


James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06142882 C N Pit SXM

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

Special
Capital One
Cardholders
Offer!



First 3 months half-price

\$497*

a month;
\$9.85/mo. thereafter

Now with **FREE Accelerator**
for the first 12 months! - a '60 value

SIGN UP TODAY!
1-877-778-1207

Mention Offer Code: GARNET
Or visit www.peoplepc.com/go/garnet

UNLIMITED INTERNET ACCESS

003

peoplepc™ online

A better way to Internet.

PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers at half price for the first 3 months!

Virus Protection powered by Symantec™

Pop-Up Blocker™

Spam Controls

Smarter Smart Dialer Technology

More Email Addresses

Internet Call Waiting

CapitalOne®

PLATINUM VISA ACCOUNT

4862-3622-1402-8774

APR 28 - MAY 27, 2006

Page 1 of 1

Account Summary

Previous Balance	\$757.81
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$17.95
 New Balance	 \$804.76
Minimum Amount Due	\$804.76
Payment Due Date	June 27, 2006
 Total Credit Line	 \$450
Total Available Credit	\$0.00
Credit Line for Cash	\$450
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	27 MAY	PAST DUE FEE	\$29.00
---	--------	--------------	---------

Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

You were assessed a past due fee of \$29.00 on 05/27/2006 because your minimum payment was not received by the due date of 05/27/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

At your service

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

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

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

EXHIBIT

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$766.44	.07835% P	28.49%	\$17.95
CASH	\$0.00	.07835% P	28.49%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

28.49%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 4862362214028774 27 0804760025000804765

New Balance	\$804.76
Minimum Amount Due	\$804.76
Payment Due Date	June 27, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3622-1402-8774

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

Street	Apartment	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		

000812

#9014821844117501# MAIL ID NUMBER
ANTHONY L FRANK
107 FAIRVIEW RD
OSCEOLA MILLS PA 16666-1704

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 790216
St. Louis, MO 63179-0216

peoplepc™ online
A better way to Internet.

UNLIMITED INTERNET ACCESS

SIGN UP TODAY!
1-877-778-1207

Mention Offer Code: GARNET
Or visit www.peoplepc.com/go/garnet

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

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

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

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

© 2006 PeoplePC Inc. All Rights Reserved. PeoplePC Online and its logos are trademarks of PeoplePC in the U.S. and other countries.

© 2006 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.



27R02 2 0100
812

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 credited by your next statement closing date. There is no grace period for 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. Assessing 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 presented to your Account (3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you paid the "New Balance" in full. You will receive an update on 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 FINANCIAL 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 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. Assessing 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 purchases) by the corresponding daily periodic rate(s) that has been previously disclosed to you at the end of each day during the billing period, we multiply the daily periodic rates for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of those 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 calculate the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to each segment in your account. If we did not record the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchases segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

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

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To", we also subtract any unpaid finance charge incurred in the balance of each segment.) Then we calculate the daily balance for each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

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 rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the latest information 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 rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. Assessment of Late, Overlimit and Returned Payment Fees: 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 changing 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 continue to use your account, but you must pay the membership fee. To cancel your account, please notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. If You Close Your Account: You can request to close your account by calling our Customer Relations Department. You will be asked to provide your account number and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until all past due fees, returned payment fees, cash advance fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred and shown to your account at a later time. This may result in charges appearing on your account after you have requested the account to be closed or the requesting of

your account. If it has already been closed. For example, if you authorized a purchase on a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the account, until the membership fee is paid in full, until the account balance has been paid in full as defined above.

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

8. Notice About Electronic Check Conversion: When you provide a check as payment, you authorize 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 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, the date of the bill with 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争议. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1.† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or service, 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. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One

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 enclose personal checks when paying your bill. When you mail a check, you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other form.

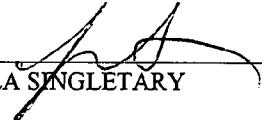
VERIFICATION

CAPITAL ONE BANK

vs

FRANK, ANTHONY L

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



JAMELA SINGLETARY



Notary Public

MAICHA DAVIS
HENRY COUNTY, GEORGIA
NOTARY PUBLIC
EXPIRED APRIL 2010

4862362214028774

A049

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

FILED

JUN 08 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), NA

Plaintiff No. 2008-624-CD

vs.

AFFIDAVIT OF SERVICE OF COMPLAINT

ANTHONY L FRANK

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06142882

FILED NO CC
M 112:57 AM
JUN 25 2008
S
William A. Shaw
Prothonotary/Clerk of Courts
WCM

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

CAPITAL ONE BANK (USA), NA

Plaintiff No. 2008-624-CD
vs.

ANTHONY L FRANK

Defendant

AFFIDAVIT OF SERVICE OF COMPLAINT

BEFORE ME, the undersigned authority, personally appeared James C. Warmbrodt, Esquire, who according to law deposes and says that a copy of the Complaint in Civil Action has been served on the Defendant, **ANTHONY L FRANK**.

1. On or about APRIL 20, 2009, Plaintiff received a signed Order of Court permitting service, on the Defendant, to be complete and valid upon mailing to the complaint by first class mail, certificate of mailing and by certified mail, return receipt requested. Said Order of Court is attached as Exhibit "1".

2. On or about JUNE 18, 2009, Plaintiff mailed the complaint to ANTHONY L FRANK. Said certificate of mailing and certified mail receipts are attached as Exhibit "2".

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

James C. Warmbrodt, Esquire
PA I.D. #42324
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06142882

Sworn to and subscribed
before me this _____
day of _____, 2009.

NOTARY PUBLIC

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

CAPITAL ONE BANK

Plaintiff No. 2008-624-CD
vs.

ANTHONY L FRANK

Defendant

ORDER OF COURT

AND NOW, to-wit, this 20th day of April, 2008,
upon consideration of the foregoing Motion for Service of the Complaint in Civil Action Pursuant to
Special Order of Court and attached supporting affidavit, it is hereby ORDERED, ADJUDGED AND
DECREED, that the service of the Complaint in Civil Action may be made on Defendant, ANTHONY L
FRANK, by permitting the Plaintiff to mail a copy of the Complaint in Civil Action to the Defendant at the
last known address being 90 Fawn Lane, Morrisdale, Pa 16858 by Certified Mail and by Certificate of
Mailing Postal Form 3817, postage prepaid. Service to be completed upon mailing.

BY THE COURT:

I hereby certify that the above is true and attach a copy of the original statement filed in this case.

EXHIBIT

100 90 2009

Attack

William E. Brown
Prothonotary/
Clark of Courts

WWR No. 06142882

CFR

(FR
6142862)

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 0.78
Certified Fee	\$ 2.80
Return Receipt Fee (Endorsement Required)	\$ 2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.88
Sent To Anthony L Frank Street, Apt. No.: 90 Fawn Ln or PO Box No. City, State, ZIP+4 Morrisdale, Pa 16458	
PS Form 3800, August 2006	
See Reverse for Instructions	

Postmark
Here
JUN 18 2007
USPS

EXHIBIT

2

(FR
6142862)

UNITED STATES POSTAL SERVICE®	Certificate Of Mailing
This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.	
From: Weltman, Weinberg & Reis Co.	
1400 Koppers Bldg.	
436 7th Ave.	
Pittsburgh, PA 15219	
(412) 434-7955	
To: Anthony L Frank	
90 Fawn Ln	
Morrisdale, Pa 16458	

040382041982

\$01.150

Mailed From 15219
US POSTAGE

U.S. POSTAL SERVICE

JUN 18 2007

USPS



FILED

JUN 25 2009

William A. Shaw
Prothonotary/Clerk of Courts

90 FAWN LN
MORENO, PA 16858

ALTOONA, PA 16601

21 JUL 2009 PM 2 T

Court Administrator
CLEARFIELD COUNTY COURT HOUSE
SECOND & MARKET ST
CLEARFIELD PA 16830



08-624-CJ

HELLO,

YES I DO OWE THIS TO THEM, CREDIT CARD I HAD LONG AGO, COULD NOT PAY THEM AND CANT PAY NOW I AM DISABLED HAVEN'T WORKED IN SOME TIME LOST MY BUSINESS AND EVERYTHING ELSE I HAVE NOTHING ELSE TO LOSE I OWE NOTHING, EXCEPT MY CAR, I RENT AND EVERYTHING IS PROVIDED BY OWNER EXCEPT MY BED AND DESK & TV EVERYTHING ELSE IS THERE. IM SORRY I WISH I COULD DO SOMETHING BUT THERE IS NOTHING I CAN DO, I CANT EVEN PAY MY RENT ON TIME IM COULD BE EVICTED ANYTIME THAT IS HOW BRO IT IS, NO IT REALY IS WORSE. SO DO WHAT YOU HAVE TO AND STOP BOTHERING ME, GET IT OVER THERE IS NO SENSE IN ME WASTING ANYONES TIME WITH A LOWER OR A COURT HEARING, DO WHAT YOU WANT I CANT DO ANYTHING ABOUT IT.

I ALSO CALLED THE NUMBER PROVIDED AND TOLD WHO EVER THAT I THE SAME THING I HAVE WROTE TO YOU TO DAY, I HAVE NO MONEY.

I AM BROKE, DISABLED PERIOD

ANTHONY FRENCH

FILED
MAY 4 2009
JUL 23 2009
No cc

5 William A. Shaw
Prothonotary/Clerk of Courts

07-16-09

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

CAPITAL ONE BANK (USA),NA

Plaintiff

Case No. 2008-624-CD

vs.

ANTHONY L FRANK

Defendant

IMPORTANT NOTICE

TO:

ANTHONY L FRANK
90 FAWN LN
MORRISDALE, PA 16858

Date of Notice: 7/13/09

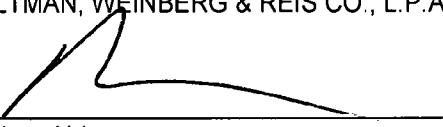
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE, IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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, EXT 50-51

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

By: 
Matthew Urban

P.A.I.D.# 90963

WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, 1400 Koppers Building
Pittsburgh, PA 15219
Phone: (412) 434-7955
6142882 N PIT KM3

FILED

JUL 23 2009

William A. Shaw
Prothonotary/Clerk of Courts
Filed per Judge Ammerman

OVER

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

CAPITAL ONE BANK (USA) NA,

Plaintiff,

Case No.: 2008-624-CD

vs.

**MOTION FOR JUDGMENT ON
THE PLEADINGS**

ANTHONY L FRANK,

Defendant.

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R. Bibler
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED NO CC
M124084
OCT 05 2009
S (610)
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA) NA,

Plaintiff,

Case No.: 2008-624-CD

vs.

ANTHONY L FRANK.

Defendant.

MOTION FOR JUDGMENT ON THE PLEADINGS

AND NOW COMES, Plaintiff, by and through its counsel, Weltman, Weinberg & Reis, Co., L.P.A., and hereby files this Motion for Judgment on the Pleadings and respectfully moves this Court pursuant to Pennsylvania Rule of Civil Procedure 1034 for judgment on the pleadings. In support thereof, Plaintiff avers as follows:

1. This action arises out of the accumulation of credit card debt by Defendant.
2. Plaintiff filed a Complaint against Defendant seeking judgment in the amount of \$1,176.58 with continuing interest thereon at the rate of 28.49% per annum from January 11, 2008, and costs. A true and correct copy of the Complaint is attached hereto as Exhibit "A" and made a part hereof.
3. Attached to the Complaint was Verification from an authorized representative of Plaintiff verifying the accuracy of the amount sought. See Exhibit "A".
4. Defendant Pro Se filed an answer in response to the Complaint, admitting all of the material facts pled in the Complaint. Defendant stated only that he has no means to pay his debt. A true and correct copy of Defendant's answer is attached hereto as Exhibit "B" and made a part hereof.
5. Financial inability to repay a debt is not a defense in an action to collect that debt.
6. Under Pennsylvania Rule of Civil Procedure 1029(b), the averments of the pleading to which a response is required are deemed admitted when not denied specifically.
7. Defendant's answer contained no New Matter.

8. Under Pennsylvania Rule of Civil Procedure 1032(a), "a party waives all defenses and objections which are not presented either by preliminary objection, answer or reply..."
9. The pleadings are closed and time exists to dispose of this Motion before trial.
10. No genuine issue of material fact exists as to Plaintiff's claim.
11. Plaintiff is entitled to judgment in its favor as a matter of law on the amount sought in the Complaint.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order directing judgment on the pleadings in favor of Plaintiff and against Defendant in the amount of \$1,176.58 with additional interest at the rate of 28.49% per annum from the January 11, 2008, plus costs.

Respectfully Submitted:



Benjamin R. Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

CAPITAL ONE BANK

Plaintiff No:

vs.

COMPLAINT IN CIVIL ACTION

ANTHONY L FRANK

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06142882 C N Pit SXM

EXHIBIT

A

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No

ANTHONY L FRANK

Defendant

COMPLAINT AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext 1300-1301

COMPLAINT

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

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

ANTHONY L FRANK
90 FAWN LN
MORRISDALE, PA 16858

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXX8774 .

4. Defendant made use of said credit card and has a current balance due of \$1176.58 , as of January 11, 2008 .

5. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

6. Plaintiff is entitled to the addition of interest at the rate of 28.490% per annum on the unpaid balance from January 11, 2008 . A copy of Plaintiff's STATEMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

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

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant, ANTHONY L FRANK, INDIVIDUALLY, in the amount of \$1176.58 with continuing interest thereon at the rate of 28.490% per annum from January 11, 2008 plus costs.

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06142882 C N Pit SXM

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

peoplepc™ online
A better way to Internet.

UNLIMITED INTERNET ACCESS

SIGN UP TODAY!
1-877-778-1207

Mention Offer Code: GARNET
Or visit www.peoplepc.com/go/garnet

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

*PeoplePC Online First 3 months are billed at \$4.97 per month; \$9.85 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.25 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard Dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

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

© 2006 PeoplePC Inc. All Rights Reserved. PeoplePC Online and its logos are trademarks of PeoplePC in the U.S. and other countries.

© 2006 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

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 full and in accordance with the instructions. Notice of payments below, and in full, is 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. **Assessing 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, and your total balance is paid in full. This is the date you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

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

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given 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 advances, purchases, special transfers, and new purchases) by the corresponding daily periodic rate(s) which have been previously disclosed to you.** At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at 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 average daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balance. We calculate the average daily balance by dividing the total daily balances by the number of days in the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code 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 to it any new purchases or credits, subtract any new transactions and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the entire 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 (Savings) 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 changes will be effective on the first day of your billing period, which is the first day of the statement ending in the month January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repriced Monthly) appears on the front of your statement next to the periodic 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 subject to a late payment fee if you fail to make the payment due by the due date indicated on the front of this statement or if you fail to make a payment due 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. **Freezing 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 stop the fees from occurring 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. Freezing 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 stop the fees from occurring 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.

6. **Freezing 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 stop the fees from occurring 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.

7. **Freezing 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 stop the fees from occurring 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.

your account if it has already been closed. For example, if you purchased a purchase from a merchant, and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged to the account until the membership fee has been paid in full as defined above.

7. Using Your Account.

Your card of account cannot be used in connection with any internet gambling transaction.

8. Notice About Electronic Check Conversion.

When you provide a check as payment, you authorize us 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 add a date for the transaction in question on the front of this statement. We must receive your letter no later than 80 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 date and amount of the suspected error, the name of the merchant, if possible, or 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 amounts 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.

7. Special Rule For Credit Card Purchases

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

† 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. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 01LGBAK

27002 Z 0100
B12 2

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 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, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

VERIFICATION

CAPITAL ONE BANK

vs

FRANK, ANTHONY L

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



JAMELA SINGLETARY



Notary Public

MAISHA DAVIS
HENRY COUNTY, GEORGIA
1177 W. UNION ST., ES
CLARKESVILLE, GA 30523

4862362214028774

A049

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

HELLO,

08-624-CD

YES I DO OWE THIS TO THEM, CREDIT CARD I HAD
LONG AGO, COULD NOT PAY THEM AND CAN'T PAY NOW
I AM DISABLED HAVEN'T WORKED IN SOME TIME
LOST MY BUSINESS AND EVERYTHING ELSE I HAVE
NOTHING ELSE TO LOSE I OWE NOTHING, EXCEPT
MY CAR, I RENT AND EVERYTHING IS PROVIDED BY
OWNER EXCEPT MY BED AND DESK & TV EVERYTHING
ELSE IS THEIRS. I'M SORRY I WISH I COULD DO
SOMETHING BUT THERE IS NOTHING I CAN DO,
I CAN'T EVEN PAY MY RENT ON TIME I'M COULD
BE EVICTED ANYTIME THAT IS HOW BRO IT IS,
NO IT REALLY IS WORSE. SO DO WHAT YOU
HAVE TO AND STOP BOTHERING ME,
GET IT OVER THERE IS NO SENSE IN ME
WASTING ANYONE'S TIME WITH A LAWYER OR
A COURT HEARING, DO WHAT YOU WANT
I CAN'T DO ANYTHING ABOUT IT,

I ALSO CALLED THE NUMBER
PROVIDED AND TOLD WHO EVER
~~THAT~~ I THE SAME THING
I HAVE WROTE TO YOU
TO DAY, I HAVE NO MONEY.
I AM BROKE, DISABLED PERSON



ANTHONY FRANK

FILED
MAY 23 2009
JUL 23 2009
No. CC
William A. Shaw
Prothonotary/Clerk of Courts

EXHIBIT

B

M MI

07-16-09

6142882

Date: 8/27/2009
Time: 11:35 AM

Clearfield County Court of Common Pleas
Receipt

NO. 1930925
Page 1 of 1

Received of: Weltman Weinburg & Reis \$ 1.00

One and 00/100 Dollars

Case: 2008-00624-CD	Plaintiff: Capital One Bank vs. Anthony L.	Amount
Copy Fee		1.00
Total:		1.00

Check: 8916684 8916681

Payment Method: Check	William A. Shaw, Prothonotary/Clerk of Cou
Amount Tendered: 1.00	
Change Returned: 0.00	By: _____
Clerk: LMILLER	Deputy Clerk

CERTIFICATE OF SERVICE

A true and correct copy of Plaintiff's Motion for Judgment on the Pleadings has been served by U.S. Mail, Postage Pre-Paid, on 1st day of October, 2009, upon the following:

Anthony L Frank
90 Fawn Lane
Morrisdale, Pa 16858

BY: 

Benjamin R. Bibler, Esquire

FILED

OCT 05 2003

William A. Shanley
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA) NA,

Plaintiff,

Case No.: 2008-624-CD

vs.

TYPE OF PLEADING:

ANTHONY L FRANK,

Defendant.

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R. Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED
MAY 12 2009
NO CC
OCT 05 2009
S
William A. Shaw
Prothonotary/Clerk of Courts
WWR No. 6142882
610

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

CAPITAL ONE BANK (USA) NA,

Plaintiff,

Case No.: 2008-624-CD

vs.

ANTHONY L FRANK,

Defendant.

PRAECIPE TO SCHEDULE

TO THE PROTHONOTARY:

Please schedule Plaintiff's Motion for Judgment on the Pleadings before a Judge for decision.

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

By: 

Benjamin R. Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

CERTIFICATE OF SERVICE

A true and correct copy of the Praeclipe to Schedule has been served by First Class Mail, postage pre-paid, on 15th day of October, 2009 upon the following:

Anthony L Frank
90 Fawn Ln
Morrisdale, Pa 16858

By: 
Benjamin R. Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED

OCT 05 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA) NA

Plaintiff

No. 2008-624-CD

vs.

ANTHONY L FRANK
Defendant

ORDER OF COURT

AND NOW, to wit, this 7th day of October, 2009, upon consideration of the record,
it is HEREBY, ORDERED, ADJUDGED AND DECREED that the Motion for Judgment on the
Pleadings on the above captioned matter is scheduled for November 2, 2009 at
2:30 ~~2:30~~ ^(p.m.) Clearfield County Courthouse, Courtroom #1.

BY THE COURT:



FILED
01-41834
OCT 08 2009
S
William A. Shaw
Prothonotary/Clerk of Courts
cc
Atty
Bibler
GCU

FILED

OCT 08 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/8/09

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 (USA), NA

Plaintiff No. 2008-624-CD

vs.

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

ANTHONY L FRANK

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R. Bibler, Esquire
PA. I.D.#93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06142882

FILED NO CC
M 10/30/2009
OCT 26 2009
S William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), NA

Plaintiff No. 2008-624-CD
vs.

ANTHONY L FRANK

Defendant

AFFIDAVIT OF SERVICE OF ORDER OF COURT

BEFORE ME, the undersigned authority, personally appeared Benjamin R. Bibler, Esquire, who according to law deposes and says that a copy of the Order of Court has been served on the Defendant, Anthony L. Frank.

1. On or about October 16, 2009, Plaintiff received a signed Order of Court scheduling Motion For Summary Judgment, scheduled for November 02, 2009. Said Order of Court is attached as Exhibit "I".

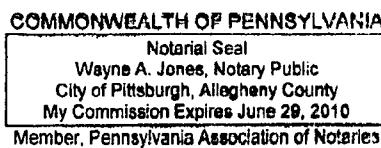
2. On or about October 19, 2009, Plaintiff mailed the Order of Court to 90 Fawn Lane, Morrisdale, PA. 16858.

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

Benjamin R. Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06142882

Sworn to and subscribed
before me this 21st
day of October, 2009

NOTARY PUBLIC



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

CAPITAL ONE BANK (USA) NA

Plaintiff

No. 2008-624-CD

vs.

ANTHONY L FRANK
Defendant

ORDER OF COURT

AND NOW, to wit, this 7th day of October, 2009, upon consideration of the record,
it is HEREBY, ORDERED, ADJUDGED AND DECREED that the Motion for Judgment on the
Pleadings on the above captioned matter is scheduled for November 2, 2009 at
2:30 ~~a.m.~~ p.m. Clearfield County Courthouse, Courtroom #1.

BY THE COURT:

/S/ Fredric J Ammerman

J.

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

OCT 08 2009

Attest.

William L. Brown
Prothonotary
Clerk of Courts

WWR No. 6142882

EXHIBIT

1

FILED

OCT 26 2009

William A. Shaw
Prothonotary/Clerk of Courts

CR

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
CAPITAL ONE BANK (USA) NA }
VS } NO. 08-624-CD
ANTHONY L. FRANK }

O R D E R

NOW, this 2nd day of November, 2009, this being the date set for Argument on the Motion for Judgment on the Pleadings, the Court noting that counsel for the Plaintiff has appeared along with the Defendant who is proceeding pro se; on the agreement of the parties, it is the ORDER of this Court that this matter be held in abeyance for Sixty (60) Days from this date in order that the parties may attempt to reach an accomodation. The Court further notes that it has been agreed that in the event there is no lump sum settlement and payment that counsel for the Plaintiff may at the expiration of the Sixty (60) days provide the Court with an Order granting the Motion for Judgment on the Pleadings.

BY THE COURT,

BoD
FILED

01/31/47 BOL
NOV 04 2009

2CC
Amy Warmbrodt
2CC Def.

Judie J. Cummiskey

BoD
William A. Shaw
Prothonotary/Clerk of Courts

90 Fawn Lane President Judge
Morrisdale, PA 16858

FILED

NOV 04 2009

William A Shaw
Prothonotary/Clerk of Courts

DATE: 11/14/09

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:

CA

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

CAPITAL ONE BANK (USA) NA,

Plaintiff,

Case No.: 2008-624-CD

RECEIVED
CLEARFIELD
COURT

vs.

ANTHONY L FRANK,

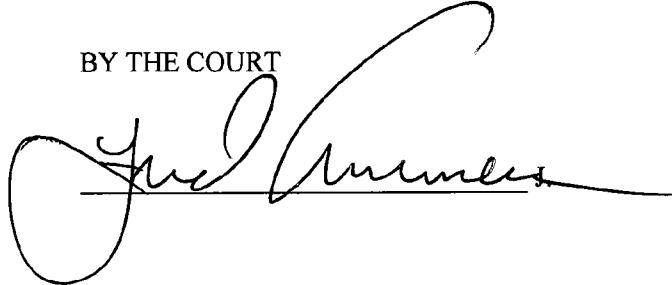
Defendant.

S MAR 28 2010
010501✓
William A. Shaw
Commonwealth/Court of Common
1 cent to
PLUFF
MATTY
B. Bunn

ORDER OF COURT

AND NOW, to-wit, this 22 day of March, 2010, upon Plaintiff's Motion for Judgment on the Pleadings, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Judgment is entered in favor of Plaintiff in the amount of ~~6.0%~~ ^{PSA 6.0%} \$1,176.58 with additional interest at the rate of ~~20%~~ per annum from January 11, 2008, plus costs.

BY THE COURT



DATE: 3. 29. 10

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: Return Faxed Judgments

w/ notice, S/A/S/R +

20-a

FILED
MAR 25 2010
William A. Shaw
Prothonotary/Clerk of Courts

FILED

APR 30 2010

4/12/2010
William A. Shaw
Prothonotary/Clerk of Courts
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TO DEPT.

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

CAPITAL ONE BANK (USA),NA

Plaintiff

Case No.: 2008-624-CD

TYPE OF PLEADING

vs.

PRAECIPE FOR JUDGMENT
PER ORDER OF COURT

ANTHONY L FRANK

Defendant.

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Lyndsay Rowland, Esquire
PA I.D.#205520
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 06142882
\$1,335.23

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

CAPITAL ONE BANK (USA),NA

Plaintiff

Case No.: 2008-624-CD

vs.

ANTHONY L FRANK

Defendant.

PRAECIPE FOR JUDGMENT

TO THE PROTHONOTARY:

Pursuant to Pa.R.C.P. 237, I certify that a copy of this Praecipe has been mailed to each other party who has appeared in the action or to his/her Attorney of Record.

In light of the Court Order granting Judgment on the Pleadings in favor of Plaintiff on March 22, 2010, kindly enter Judgment against the Defendant, **ANTHONY L FRANK**, in the amount of \$1,335.23 computed as follows:

Amount Awarded per Order:	\$1,176.58
---------------------------	------------

Interest from January 11, 2008 through April 26, 2010 at the legal rate of 6.00% per annum:	\$158.65
--	----------

TOTAL:	\$1,335.23
--------	------------

Attached is a copy of the Court Order in favor of Plaintiff for Judgment.

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

By: Lyndsay Rowland
Lyndsay Rowland, Esquire
PA I.D.#205520
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

Plaintiff's address is:

c/o Weltman, Weinberg & Reis, Co., L.P.A., 1400 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And Defendant's address is: 90 FAWN LN., MORRISDALE, PA 16858

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

CAPITAL ONE BANK (USA),NA

Plaintiff

Case No.: 2008-624-CD

vs.

ANTHONY L FRANK

Defendant.

NOTICE OF JUDGMENT OR ORDER

TO: () Plaintiff
 (xx) Defendants
 () Garnishee

You are hereby notified that the following Order or Judgment was
entered against you on April 30, 2016.

(xx) Assumpsit Judgment in the amount
of \$1,335.23, plus interest and costs.

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

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

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

Prothonotary

ANTHONY L FRANK
90 FAWN LN
MORRISDALE, PA 16858

By: 
PROTHONOTARY (OR DEPUTY)

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

CAPITAL ONE BANK (USA) NA,

Plaintiff,

Case No.: 2008-624-CD

vs.

ANTHONY L FRANK,

Defendant.

ORDER OF COURT

AND NOW, to-wit, this 22 day of MARCH, 2009, upon

Plaintiff's Motion for Judgment on the Pleadings, IT IS HEREBY ORDERED, ADJUDGED AND
DECREED that said Motion is GRANTED and Judgment is entered in favor of Plaintiff in the amount of
FSA 6.0%
\$1,176.58 with additional interest at the rate of 28.49% per annum from January 11, 2008, plus costs.

BY THE COURT

/s/ Fredric J. Ammerman

J.

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

MAR 23 2010

Attest:

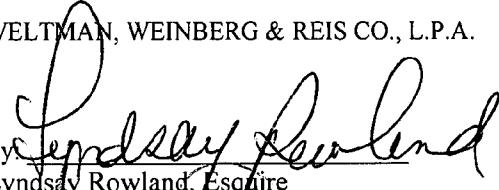
William E. Ammerman
Prothonotary/
Clerk of Courts

frn-32
06142882

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

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

By 
Lyndsay Rowland, Esquire

PA I.D. #205520

Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06142882

William A. Shaw
Administrator/Court of Courts

App 3 0 2006

FILED