

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 2:00 p.m. GK

APR 04 2008

William A. Shaw  
Prothonotary/Clerk of Courts

AMT PAID 95.00  
ICC Sheriff

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

  
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 XXXXXXXXXXXXXXXX8774 .

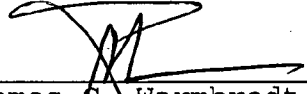
4. Defendant made use of said credit card and has a current balance due of \$1176.58 , as of January 11, 2008 .

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.

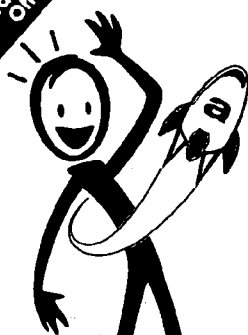


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This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

Special  
Capital One  
Cardholder  
Offer!



First 3 months half-price

**\$4.97\***  
a month  
\$9.95/mo. thereafter

Now with **FREE Accelerator**  
for the first 12 months\*—a \$60 value

**SIGN UP TODAY!**

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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!

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- Pop-Up Blocker™
- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

**UNLIMITED INTERNET ACCESS**

**Capital One**

PLATINUM VISA ACCOUNT

APR 28 - MAY 27, 2006

4862-3622-1402-8774

Page 1 of 1

**Account Summary**

Previous Balance	\$757.81
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$17.95
<b>New Balance</b>	<b>\$804.76</b>
Minimum Amount Due	\$804.76
Payment Due Date	June 27, 2006
<b>Total Credit Line</b>	<b>\$450</b>
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](http://www.capitalone.com)

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

**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 ▼

**Capital One**

0000000 0 4862362214028774 27 0804760025000804765

New Balance      \$804.76  
Minimum Amount Due      \$804.76  
Payment Due Date      June 27, 2006  
Total enclosed \$   
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

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.

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**1-877-778-1207**

Mention Offer Code: GARNET

Or visit [www.peoplepc.com/go/garnet](http://www.peoplepc.com/go/garnet)

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\*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.

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27602 N 0100  
812  
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 time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.
- c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

## 2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we 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 separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

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

## 3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Prime), E (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
- d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here 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.
- e. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us 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. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a 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.

- Using Year Assured. 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 inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the 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 are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

## † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 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](http://www.capitalone.com).

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

VERIFICATION

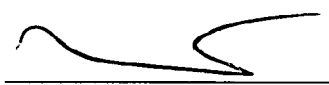
CAPITAL ONE BANK

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

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**

9:30 AM  
JUL 28 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before me This

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

\_\_\_\_\_

So Answers,

*Chester A. Hawkins*  
by *Marilyn Harmon*  
Chester A. Hawkins  
Sheriff

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

CAPITAL ONE BANK

Plaintiff

vs.

ANTHONY L FRANK

Defendant

No: 2008-624-CD

COMPLAINT IN CIVIL ACTION

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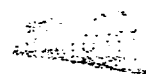
COUNSEL OF RECORD OF  
THIS PARTY:

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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

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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.

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

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COMPLAINT

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

ANTHONY L FRANK  
90 FAWN LN  
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3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXX8774 .

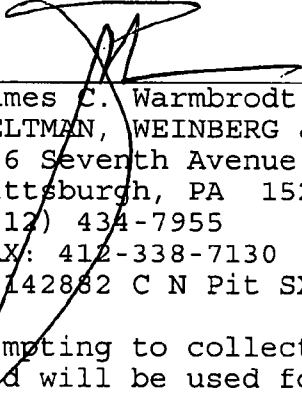
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(412) 434-7955  
FAX: 412-338-7130  
06142882 C N Pit SXM

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 Cardholder Offer!**



**First 3 months half-price**

**\$4.97\***

1st 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](http://www.peoplepc.com/go/garnet)

003

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

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- Pop-Up Blocker™
- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

UNLIMITED INTERNET ACCESS

## Capital One®

PLATINUM VISA ACCOUNT  
4862-3622-1402-8774

APR 28 - MAY 27, 2006  
Page 1 of 1

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<b>Total Credit Line</b>	<b>\$450</b>
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](http://www.capitalone.com)

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

### 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 ▼

**Capital One®**

0000000 0 4862362214028774 27 0804760025000804765

New Balance **\$804.76**  
Minimum Amount Due **\$804.76**  
Payment Due Date **June 27, 2006**

Total enclosed \$

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 @

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

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](http://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 any time. 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.

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

- a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be 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 until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(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, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**
- b. If the code 2 or 14 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 14 appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

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

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.**
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.**
- c. If the code B (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.**

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

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

**6. If You 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 you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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

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

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

### BILLING RIGHTS SUMMARY

**(In Case Of Errors Or Questions About Your Bill)**  
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must 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 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 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.

### 3.† 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 services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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27R02 2 0100  
912

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



VERIFICATION

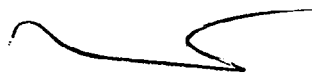
CAPITAL ONE BANK

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 25TH, 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

vs.

ANTHONY L FRANK

Defendant

No. 2008-624-CD

MOTION FOR ALTERNATE SERVICE

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 <sup>NO</sup>  
3/11/07 <sup>CC</sup>  
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

**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.

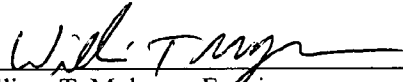
6. Plaintiff conducted a search of the Clearfield County Tax Assessment office, which could not confirm the Defendant as being the registered owner of 90 FAWN LANE, MORRISDALE, PA 16858

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.

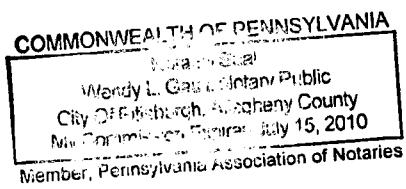
Finally, Affiant deposes and says that after the foregoing investigation, the exact whereabouts of the Defendant, ANTHONY L FRANK, is 90 Fawn Lane, Morrisdale, Pa 16858.

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

  
Attorney for Plaintiff

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

  
Notary

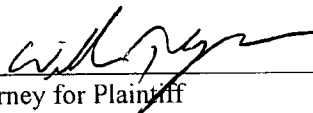




**CERTIFICATE OF SERVICE**

The undersigned certifies that a true and correct copy of the within Motion for Alternate Service was served on the 13<sup>th</sup> 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

vs.

ANTHONY L FRANK

Defendant

No. 2008-624-CD

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

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: \_\_\_\_\_

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

COPY

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  
1

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  
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



August 8, 2008

EXHIBIT

2

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

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)(6)(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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



WWR#6142882

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

vs.

No. 2008-624-CD

ANTHONY L FRANK

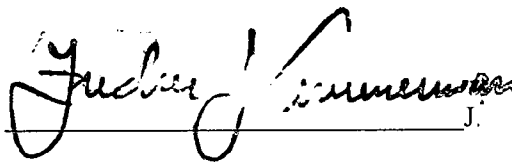
Defendant

ORDER OF COURT

AND NOW, to-wit, this 20<sup>th</sup> 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:

  
J.

<sup>9</sup> FILED 3cc  
04/20/08 Atty Molezan  
APR 20 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

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 (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 Buidling  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#6142882

4 **FILED** Att'y pd. 7.00  
7/3/08 13:45/54  
JUN 08 2009 No CC

William A. Shaw  
Prothonotary/Clerk of Courts (No Compl. Reinstated-  
none submitted)  
(6/16)

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

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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 XXXXXXXXXXXXXXXX8774 .

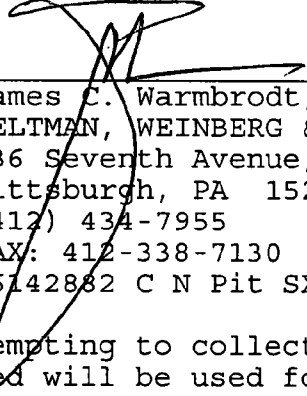
4. Defendant made use of said credit card and has a current balance due of \$1176.58 , as of January 11, 2008 .

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 STATMENT 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.

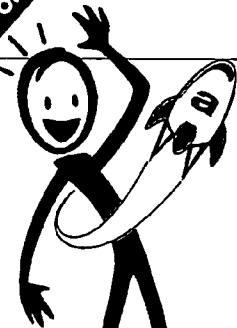


James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 1400  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
06142882 C N Pit SXM

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  
Cardholder  
Offer!



First 3 months half-price

**\$4.97\***  
a month  
\$9.95/mo. thereafter

Now with **FREE Accelerator**  
for the first 12 months—a \$60 value

**SIGN UP TODAY!**

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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!

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- ✓ Spam Controls
- ✓ Smarter Smart Dialer Technology
- ✓ More Email Addresses
- ✓ Internet Call Waiting

**UNLIMITED INTERNET ACCESS**

**Capital One**

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
<b>New Balance</b>	<b>\$804.76</b>
Minimum Amount Due	\$804.76
Payment Due Date	June 27, 2006
<b>Total Credit Line</b>	<b>\$450</b>
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](http://www.capitalone.com)

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

**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 ▼

**Capital One**

0000000 0 4862362214028774 27 0804760025000804765

New Balance    \$804.76  
Minimum Amount Due    \$804.76  
Payment Due Date    June 27, 2006  
Total enclosed    \$      
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    @

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.

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**1-877-778-1207**

Mention Offer Code: GARNET

Or visit [www.peoplepc.com/go/garnet](http://www.peoplepc.com/go/garnet)

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\*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.

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## 1. How To Avoid A Finance Charge.

- Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new transactions, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- 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 until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.
- Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- 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 has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance 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.
- If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

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

## 3. Annual Percentage Rate (APR).

- The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Reproduced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

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

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

- Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
- If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a 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.

## 5. Using Your Account.

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

## 6. 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

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 90 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 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 are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

## † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 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](http://www.capitalone.com).

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27902 Z 0100  
912

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

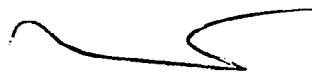
CAPITAL ONE BANK

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  
REAL ESTATE COMMISSION EXPIRES  
SEPTEMBER 24TH, 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

7/12/08  
JUN 25 2008

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

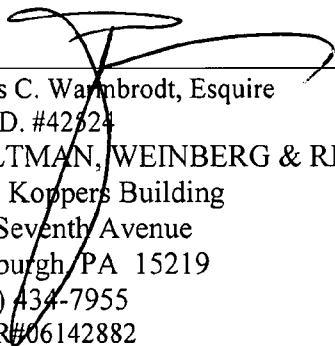
**AFFIDAVIT OF SERVICE OF COMPLAINT**

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. #42824  
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  
vs.

No. 2008-624-CD

ANTHONY L FRANK

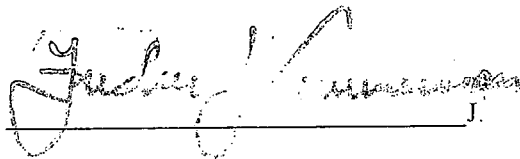
Defendant

ORDER OF COURT

AND NOW, to-wit, this 20<sup>th</sup> 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:



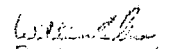
I hereby certify this to be a true  
and attach a copy of the original  
statement filed in this case.

**EXHIBIT**


1

APR 20 2009

Attest.

  
Prothonotary/  
Clerk of Courts

7007 2680 0001 4516 0276

<b>U.S. Postal Service<sup>™</sup></b>		<b>CERTIFIED MAIL<sup>™</sup> RECEIPT</b> <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	<b>OFFICIAL USE</b>
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>			
Postage	\$ 0.78		
Certified Fee	2.40		
Return Receipt Fee (Endorsement Required)	2.30		
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$ 5.88		
<b>Sent To</b> Anthony L Frank <b>Street, Apt. No., or PO Box No.</b> 90 Fawn Ln <b>City, State, ZIP+4</b> Morrisdale, Pa 16458 <small>PS Form 3800, August 2005 See Reverse for Instructions</small>			

EXHIBIT

2

CFR  
6142862



**UNITED STATES  
POSTAL SERVICE<sup>®</sup>**

**Certificate Of Mailing**

This Certificate of Mailing provides evidence that mail has been presented to USPS<sup>®</sup> for mailing. This form may be used for domestic and international mail.

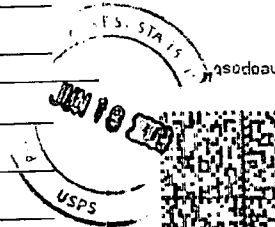
**From:** Weltman, Weinberg & Reis Co.  
1400 Koppers Bldg.  
436 7th Ave.  
Pittsburgh, PA 15219  
(412) 434-7955

**To:** Anthony L Frank  
90 Fawn Ln  
Morrisdale, Pa 16458

048J82041682

\$ 01.152

Mailed From 15219  
US POSTAGE





FILED

JUN 25 2009

William A. Shaw  
Prothonotary/Clerk of Courts

90 FRANK LN  
MOORESPRNG PN 16858

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURT HOUSE  
SECOND & MARKET ST  
CLEARFIELD PN 16830

ALTOONA, PA 166  
21 JUL 2009 PM 2 T



HELLO,

08-624CD

YES I DO OWE THIS TO THEM, CREDIT CARD I HAD  
LONG AGO, COULD NOT PAY THEN 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. IM SORRY I WISH I COULD DO  
SOMETHING BUT THERE IS NOTHING I CAN DO,  
I CAN'T EVEN PAY MY RENT ON TIME IM COULD  
BE EVICTED ANYTIME THAT IS HOW BRO IT IS,  
DO IT REALLY IS WORSE. SO DO WHAT YOU  
HAVE TO AND STOP BOTHERING ME,  
GET IT OVER THERE IS NO SENCE IN ME  
WASTING ANYONES TIME WITH A LAWYER OR  
A COURT HEARING, DO WHAT YOU WANT  
I CAN'T DO ANY THING 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 PERM



ANTHONY FERN

FILED No CC  
MAY 4 2009  
JUL 23 2009  
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

**FILED**

**JUL 23 2009**

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

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

*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  
m12:4034 CC  
OCT 05 2009 (611)  
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:

A handwritten signature in black ink, appearing to read 'B. Bibler', is written over a horizontal line.

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 XXXXXXXXXXXXXXXX8774 .


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 STATMENT 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 Offer

First 3 months half-price

# \$4.97\*

a month \$9.95/mo. thereafter

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

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- Smarter Smart Dialer Technology
- More Email Addresses
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UNLIMITED INTERNET ACCESS

## Capital One

PLATINUM VISA ACCOUNT

APR 28 - MAY 27, 2006

4862-3622-1402-8774

Page 1 of 1

### Account Summary

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

### 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](http://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	17.66%	.07805% P	28.49%	\$17.95
CASH	5.00%	.07805% P	28.49%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

28.49%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

0000000 0 4862362214028774 27 0804760025000804765

New Balance \$804.76  
Minimum Amount Due \$804.76  
Payment Due Date June 27, 2006

Total enclosed \$

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 E

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

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

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Or visit [www.peoplepc.com/go/garnet](http://www.peoplepc.com/go/garnet)

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\*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.

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

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be 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 until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

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

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

### 2. Average Daily Balance (Including New Purchases).

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

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

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

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

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

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

c. If the code D (Prime), F (1-mo. USBOR) or G (2-mo. USBOR (Applied Monthly)) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here 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.

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

f. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit cards(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant, and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a 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.

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

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

### 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 filed 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 services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com).

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01LGLBAK

27802 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 at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debt 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

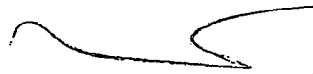
CAPITAL ONE BANK

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.

HELLO,

08-624CD

YES I DO OWE THIS TO THEM, CREDIT CARD I HAD  
LONG AGO, COULD NOT PAY THEN AND CAN'T PAY NOW  
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ANTHONY FRANK

FILED No cc  
M194761  
JUL 23 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

EXHIBIT

B

MMI

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  
Amount Tendered:  
Change Returned:  
Clerk: LMILLER

1.00  
0.00


William A. Shaw, Prothonotary/Clerk of Court  
By: \_\_\_\_\_  
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 1<sup>st</sup> day of October, 2009, upon the following:

Anthony L Frank  
90 Fawn Lane  
Morrisdale, Pa 16858

BY:   
Benjamin R. Bibler, Esquire

**FILED**  
**OCT 05 2009**  
William A. Sherry  
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA) NA,

Plaintiff,

vs.

ANTHONY L FRANK,

Defendant.

Case No.: 2008-624-CD

TYPE OF PLEADING:

**PRAECIPE TO SCHEDULE**

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**  
m12:38/NO  
OCT 05 2009 CC  
S (60)  
William A. Shaw  
Notary/Clerk of Courts  
WWR No. 6142882

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,

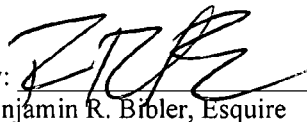
Defendant.

**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. Bröler, 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 Praeipie to Schedule has been served by First Class Mail, postage pre-paid, on 15<sup>th</sup> 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 7<sup>th</sup> 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 ~~am~~ (p.m.) Clearfield County Courthouse, Courtroom #1.

BY THE COURT:

*Judith J. Cunningham*

**FILED**

OCT 08 2009

William A. Shaw  
Prothonotary/Clerk of Courts

icc  
Atty  
Bibler  
(610)

FILED

OCT 08 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 10/8/09

X 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/10:30/21  
OCT 26 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

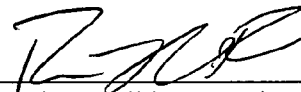
Defendant

**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 "1".
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 21<sup>st</sup>  
day of October, 2009.



NOTARY PUBLIC

**COMMONWEALTH OF PENNSYLVANIA**

Notarial Seal

Wayne A. Jones, Notary Public

City of Pittsburgh, Allegheny County

My Commission Expires June 29, 2010

Member, Pennsylvania Association of Notaries

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 7<sup>th</sup> 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 ~~am~~ 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. Ben  
Prothonotary/  
Clerk of Courts

WWR No. 6142882

**EXHIBIT**

"1"

FILED

OCT 26 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 }

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,

FILED

01/31/47/30  
NOV 04 2009

William A. Shaw  
Prothonotary/Clerk of Courts

2cc  
Atty Warmbrodt

2cc Def.-

90 Fawn Lane President Judge  
Morrisdale, PA 16858

*Frederick J. Krumm*

FILED

NOV 04 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 11/4/09

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,

Case No.: 2008-624-CD

vs.

ANTHONY L FRANK,

Defendant.

FILED

MAR 23 2010  
0/10:50/12  
William A. Shaw  
Prothonotary/Clerk of Courts  
I sent to

PURF.  
MAY.  
B. BURN

ORDER OF COURT

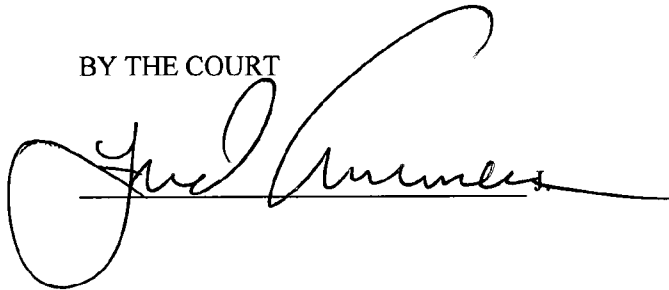
AND NOW, to-wit, this 22 day of March, 2010, upon

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

\$1,176.58 with additional interest at the rate of ~~2.50%~~ <sup>PSA 6.0%</sup> per annum from January 11, 2008, plus costs.

BY THE COURT



**FILED**  
MAR 23 2010  
William A. Shaw  
Prothonotary/Clerk of Courts

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: Person Enrich Judon  
w/ notice, S/A/S/R +  
5-20-0



FILED

APR 30 2010

m/12:20/10

William A. Shaw  
Prothonotary/Clerk of Courts

1000 W. 10th St.

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

FILED ON BEHALF OF:  
Plaintiff

Defendant.

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, 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 7<sup>th</sup> 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  
         ☒ 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, 200<sup>10</sup>~~09~~, 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 \$1,176.58 with additional interest at the rate of 6.0% ~~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 R. B.*  
Prothonotary/  
Clerk of Courts

*Pro-Be*  
*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  
Prothonotary/Clerk of Courts

APR 30 2010

FILED