

08-656-CD
Capital One vs Curtis Hetherton

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

CAPITAL ONE BANK

Plaintiff

No. 2008-656-C0

vs.

COMPLAINT IN CIVIL ACTION

CURTIS N HETHERTON

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.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05528301

FILED *pd \$95.00
m/10:52 am 1cc sh ff
APR 10 2008*

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No.

CURTIS N HETHERTON

Defendant

COMPLAINT IN CIVIL ACTION 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

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

COMPLAINT

1. Plaintiff is a corporation with offices in 140 EAST SHORE DR
GLEN ALLEN, VA 23059-0000.

2. Defendant is an adult individual residing at 121 TOBACCO RD
WOODLAND, PA 16881.

3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 4862362435521763.

4. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of JANUARY 15, 2008, in the amount of \$2,348.96. A true and correct copy of Plaintiff's Statement of Account is attached hereto, marked as Exhibit "1" and made a part hereof.

5. Defendant is in default of the terms of the cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable.

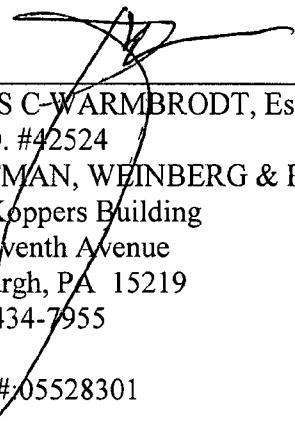
6. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at the rate of 14.4% per annum on the unpaid balance.

7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, CURTIS N HETHERTON individually, in the amount of \$2,348.96 with continuing finance charges thereon at the rate of 14.4% per annum from JANUARY 15, 2008 plus costs.

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED
SHALL BE USED FOR THAT PURPOSE.**

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


JAMES C. WARMBRODT, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05528301

MORE Features!

peoplepc™ online.

A better way to Internet.



1-888-5TRYNOW
(1-888-587-9669)

Mention Offer Code: GOLD
Visit: www.peoplepc.com/go/gold

Special Price for Capital One® Cardholders!

UNLIMITED INTERNET ACCESS

003

PeoplePC Online offers all the features you would expect from higher-priced Internet service providers, including:

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

 Or, Surf up to 5x faster with PeoplePC Online Accelerated for a few dollars more.

CapitalOne®

PLATINUM VISA ACCOUNT
4862-3624-3552-1763

JUN 14 - JUL 13, 2005

Page 1 of 1

Account Summary

Previous Balance	\$1,562.91
Payments, Credits and Adjustments	\$0.00
Transactions	\$38.00
Finance Charges	\$18.61
New Balance	\$1,619.52
Minimum Amount Due	\$1,619.52
Payment Due Date	August 13, 2005
Total Credit Line	\$1,000
Total Available Credit	\$0.00
Credit Line for Cash	\$500
Available Credit for Cash	\$0.00

At your service

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

Send payment to:
Attn: Remittance Processing
CapitalOne Bank
P.O. Box 790216
St. Louis, MO 63179-0216

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

EXHIBIT

7259

Finance Charges		Please see reverse side for important information			
		Balance applied	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES		\$1,229.91	.03534%	12.90%	\$13.04
CASH		\$342.07	.05425%	19.80%	\$5.57

ANNUAL PERCENTAGE RATE applied this period 14.40%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 4862362435521763 13 1619520117261619526

New Balance	\$1,619.52
Minimum Amount Due	\$1,619.52
Payment Due Date	August 13, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3624-3552-1763

Please print mailing address and/or mailing label below in blue or black ink.

Street	Apartment
City	State ZIP
Home Phone	Alternate
Email Address	

#9019517431506651# MAIL ID NUMBER

CURTIS N RETHERTON
1740 SHADY PLAIN RD
APOLLO PA 15613-8979



007259

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

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

peoplepc[™] online
A better way to Internet.

UNLIMITED INTERNET ACCESS

1-888-5TRYNOW
(1-888-587-9669)

**SIGN UP
TODAY!**

Mention Offer Code: GOLD
Visit: www.peoplepc.com/go/gold

Mention Offer Code: GOLD
Visit: www.peoplepc.com/go/gold

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 to Capital One, which is not a party to this offer.

***PeoplePC Online:** First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. **PeoplePC Online Accelerated™:** First 3 months are billed at \$7.47 per month; \$14.95 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.

*With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard 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.

© 2005 PeoplePC Inc. All Rights Reserved. PeoplePC Online and its logos are trademarks of PeoplePC in the U.S. and other countries.

© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

13R02 Z 0100
7259

O1LGLBAK

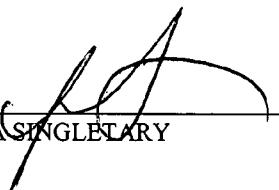
VERIFICATION

CAPITAL ONE BANK (USA), N.A., successor-in-interest to Capital One Bank

vs

HETHERTON, CURTIS N

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 (USA), N.A., successor-in-interest to 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

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

4862362435521763

A049

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

FILED

APR 10 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 # **104020**

CAPITAL ONE BANK

Case # 08-656-CD

vs.

CURTIS N. HETHERTON

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW July 23, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO CURTIS N. HETHERTON, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

FILED
07/23/08
JUL 23 2008
cm

William A. Shaw
Prothonotary/Clerk of Courts

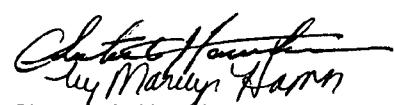
Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8672038	10.00
SHERIFF HAWKINS	WELTMAN	8672038	19.05

Sworn to Before me This

So Answers,

____ Day of _____ 2008


Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK

Plaintiff

No. 2008-656-C

vs.

COMPLAINT IN CIVIL ACTION

CURTIS N HETHERTON

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

JAMES C WARBRODT, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05528301

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

APR 10 2008

Attest.

William A. Hetherton
Prothonotary
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No.

CURTIS N HETHERTON

Defendant

COMPLAINT IN CIVIL ACTION 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

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

COMPLAINT

1. Plaintiff is a corporation with offices in 140 EAST SHORE DR
GLEN ALLEN, VA 23059-0000.

2. Defendant is an adult individual residing at 121 TOBACCO RD
WOODLAND, PA 16881.

3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 4862362435521763.

4. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of JANUARY 15, 2008, in the amount of \$2,348.96. A true and correct copy of Plaintiff's Statement of Account is attached hereto, marked as Exhibit "1" and made a part hereof.

5. Defendant is in default of the terms of the cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable.

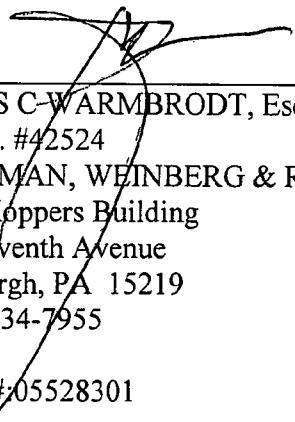
6. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at the rate of 14.4% per annum on the unpaid balance.

7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, CURTIS N HETHERTON individually, in the amount of \$2,348.96 with continuing finance charges thereon at the rate of 14.4% per annum from JANUARY 15, 2008 plus costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED
SHALL BE USED FOR THAT PURPOSE.

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


JAMES C. WARMBRODT, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05528301

MORE Features!

peoplepc™ online

A better way to Internet.

\$4.97*

a month for
first 3 months

1-888-5TRYNOW
(1-888-587-9669)

SIGN UP
TODAY!

Mention Offer Code: GOLD
Visit: www.peoplepc.com/go/gold

Special Price for Capital One® Cardholders!

UNLIMITED
INTERNET ACCESS

PeoplePC Online offers all the features
you would expect from higher-priced
Internet service providers, including:

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

Or, Surf up to 5x faster with PeoplePC
Online Accelerated for a few dollars more.

CapitalOne®

PLATINUM VISA ACCOUNT
4862-3624-3552-1763

JUN 14 - JUL 13, 2005
Page 1 of 1

Account Summary

Previous Balance	\$1,562.91
Payments, Credits and Adjustments	\$0.00
Transactions	\$38.00
Finance Charges	\$18.61
 New Balance	 \$1,619.52
Minimum Amount Due	\$1,619.52
Payment Due Date	August 13, 2005
Total Credit Line	\$1,000
Total Available Credit	\$0.00
Credit Line for Cash	\$500
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	13 JUL	CAPITAL ONE MONTHLY MEMBER FEE	\$3.00
2	13 JUL	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 07/13/2005 because our minimum payment was not received by the due date of 07/13/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

At your service

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

Send payment to:
Attn: Remittance Processing
CapitalOneBank
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiry to:
Attn: Remittance Processing
CapitalOne
P.O. Box 30285
SLC, UT 84130-0285

EXHIBIT

Finance Charges

	Please see reverse side for important information			
	Balance applied	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,229.91	.03534%	12.90%	\$13.04
CASH	\$342.07	.05425%	19.80%	\$5.57

ANNUAL PERCENTAGE RATE applied this period 14.40%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 4862362435521763 13 1619520117261619526

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

Street	Appt#	
City	State	ZIP
Home Phone	Alt Home	
Email Address		

New Balance \$1,619.52
Minimum Amount Due \$1,619.52
Payment Due Date August 13, 2005
Total enclosed \$
Account Number: 4862-3624-3552-1763

#9019517431506651# MAIL ID NUMBER
CURTIS N HETHERTON
1740 SHADY PLAIN RD
APOLLO PA 15613-8979



007259

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

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

peoplepc™ online
A better way to Internet.

UNLIMITED INTERNET ACCESS

1-888-5TRYNOW
(1-888-587-9669)

SIGN UP
TODAY!

Mention Offer Code: GOLD
Visit: www.peoplepc.com/go/gold

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

*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$3.95 per month thereafter. PeoplePC Online Accelerated™: First 3 months are billed at \$7.47 per month; \$14.95 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.

†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.

© 2005 PeoplePC Inc. All Rights Reserved. PeoplePC Online and its logos are trademarks of PeoplePC in the U.S. and other countries.

© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. **How To Avoid A Finance Charge.**
 - a. **Grace Period.** You will have a minimum grace period of 35 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. This grace period begins on the first day of the statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance" in full by the statement closing date.
 - b. **Average Daily Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you do not pay the total "New Balance" in full by the statement closing date, the finance charge will be applied to the remaining balance on a daily basis for the remainder of the billing period in full. Finance charges continue to accrue to this statement next to the periodic rate(s). The period(s) separate sheet as soon as possible at the address for your unpaid balance until the unpaid balance is paid in full and corresponding ANNUAL PERCENTAGE RATE(s) shown on the front of this statement. We must pay you the entire "New Balance" indicated on the statement closing date if you did not pay it in full 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 of \$1.00 or \$1.00 plus 1% of the total amount of the total finance charge resulting from the application of your statement next to the periodic rate(s) (the periodic rate item you are unsure about. You do not have to pay any periodic rate(s) is less than \$0.50, we will subtract that amount and corresponding ANNUAL PERCENTAGE RATE(s) shown in question while we are investigating it, but you must pay from the \$0.50 minimum and the difference will be very promptly and may increase or decrease based on the still obligated to pay the parts of your bill that are not stated in the statement closing date. These changes will be effective on the first day of your service your rights. In your letter, give us the following information by your periodic statement closing date: your name and account number, the billing period covered by your periodic statement closing date, your name and account number, the amount of the suspected error, a description of the error, the month, day, and year of the error, or if you need more information, a description of the property or service you are investigating, the name and address of your merchant, the name and address of your creditor, and the name and address of your creditor.
 - d. **Minimum Finance Charge.** We reserve the right to assess any finance charges disclosed to you. These charges appear on your account as delinquent or take any action to collect the right to not assess any or all finance charges for any given bill will be effective on the first day of your billing period and you question.
2. **Average Daily Balance (including New Purchases).**
 - a. **Assessment of Late, Overlimit and Returned Payment Fees: Special Rule For Credit Card Purchases.** Your account will be assessed no more than two of the following fees: late payment, overlimit, and returned payment fees. If you have a problem with the quality of property or services that you purchased with a credit card and you believe that the merchant has not honored your protection, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or in a state where you do not have a place of your 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.
 - b. **Assessment of Late, Overlimit and Returned Payment Fees: Special Rule For Credit Card Purchases.** Capital One supports information privacy protection, see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2005 Capital One
3. **Assessment of Late, Overlimit and Returned Payment Fees: Special Rule For Credit Card Purchases.** © Does not apply to consumer non-credit card accounts
4. **Assessment of Late, Overlimit and Returned Payment Fees: Special Rule For Credit Card Purchases.** © Does not apply to business non-credit card accounts

BILLING RIGHTS SUMMARY
(In Case of Errors or Questions About Your Bill)
If the code P (Periodic Rate), O (Overlimit), R (Returned Payment), or D (Discount) appears on the front of your bill, write in on a separate sheet as soon as possible at the address for your unpaid balance until the unpaid balance is paid in full and corresponding ANNUAL PERCENTAGE RATE(s) shown on the front of this statement. We must pay you the entire "New Balance" indicated on the statement closing date if you did not pay it in full for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

1. Periodic Rate. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement. (In Case of Errors or Questions About Your Bill)
If the code P (Periodic Rate), O (Overlimit), R (Returned Payment), or D (Discount) appears on the front of your bill, write in on a separate sheet as soon as possible at the address for your unpaid balance until the unpaid balance is paid in full and corresponding ANNUAL PERCENTAGE RATE(s) shown on the front of this statement. We must pay you the entire "New Balance" indicated on the statement closing date if you did not pay it in full for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

2. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum of \$1.00 or \$1.00 plus 1% of the total amount of the total finance charge resulting from the application of your statement next to the periodic rate(s) (the periodic rate item you are unsure about. You do not have to pay any periodic rate(s) is less than \$0.50, we will subtract that amount and corresponding ANNUAL PERCENTAGE RATE(s) shown in question while we are investigating it, but you must pay from the \$0.50 minimum and the difference will be very promptly and may increase or decrease based on the still obligated to pay the parts of your bill that are not stated in the statement closing date. These changes will be effective on the first day of your service your rights. In your letter, give us the following information by your periodic statement closing date: your name and account number, the billing period covered by your periodic statement closing date, your name and account number, the amount of the suspected error, a description of the error, the month, day, and year of the error, or if you need more information, a description of the property or service you are investigating, the name and address of your merchant, the name and address of your creditor, and the name and address of your creditor.

3. Assessment of Late, Overlimit and Returned Payment Fees: Special Rule For Credit Card Purchases. Capital One supports information privacy protection, see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2005 Capital One

4. Assessment of Late, Overlimit and Returned Payment Fees: Special Rule For Credit Card Purchases. © Does not apply to consumer non-credit card accounts

5. Assessment of Late, Overlimit and Returned Payment Fees: Special Rule For Credit Card Purchases. © Does not apply to business non-credit card accounts

O1LGLBAK

Important Notice: Payments mailed to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT), except 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, paperclips, etc. when preparing your payment. When you mail us a check(s) you authorize us to make one-time electronic transfers to our bank account for the amount(s) of the check. This authorizes us to pay to another check(s) during the billing cycle(s) sent by someone else. If we cannot process the transfer, we authorize us to make a charge against your bank account using your check as a paper draft or otherwise.

13902 Z 6100
7219
7219

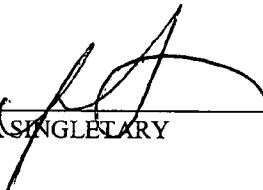
VERIFICATION

CAPITAL ONE BANK (USA), N.A., successor-in-interest to Capital One Bank

vs

HETHERTON, CURTIS N

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 (USA), N.A., successor-in-interest to 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

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

4862362435521763
A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

FILED

JUL 23 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

BY: Sarah E. Ehasz

I.D. No. 86469

436 Seventh Avenue 1400 Koppers Building

Pittsburgh, PA 15219

Phone: (412) 434-7955

Fax: (412) 338-7130

File # 5528301 SEE/ABR

Attorney for Plaintiff(s)

CAPITAL ONE BANK (USA),NA

Clearfield County
Court of Common Pleas

vs.

No.: 2008-656-CD

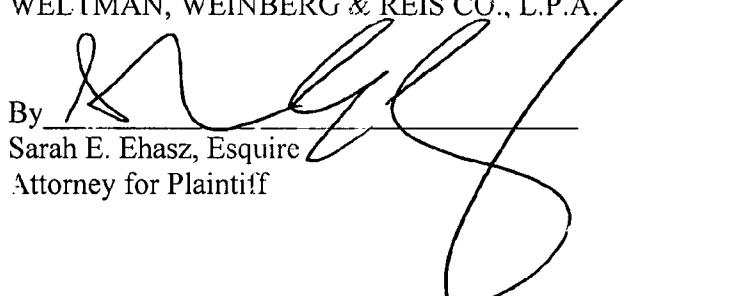
CURTIS N HETHERTON

PRAECIPE TO DISMISS WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly dismiss the above matter without prejudice .

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

By 
Sarah E. Ehasz, Esquire
Attorney for Plaintiff

FILED 1 CC Atty
m/ 12:33pm Ehasz
OCT 26 2011

S
William A. Shaw
Prothonotary/Clerk of Courts



FILED

OCT 26 2011

William A. Shaw
Prothonotary/Clerk of Courts