

08-681-CD
Capital One vs Colleen F. Witz

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

CAPITAL ONE BANK

Plaintiff

No: 2008-681-CD

vs.

COMPLAINT IN CIVIL ACTION

COLLEEN F WITZ

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 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06340635 C N Pit SXA

May 14 2010 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

May 26 2009 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

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m 11:05 am 1cc snff
APR 14 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. Civil Action No

COLLEEN F WITZ

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:

COLLEEN F WITZ
492 TREASURE LK
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXX1205 .

4. Defendant made use of said credit card and has a current balance due of \$1371.46 , as of December 27, 2007 .

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 15.900% per annum on the unpaid balance from December 27, 2007 . 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 , COLLEEN F WITZ , INDIVIDUALLY , in the amount of \$1371.46 with continuing interest thereon at the rate of 15.900% per annum from December 27, 2007 plus costs.


James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06340635 C N Pit SXA

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.

Law Offices of
Weltman, Weinberg & Reis Co., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955

December 27, 2007

RE: CAPITAL ONE BANK vs. COLLEEN F WITZ

COURT #:

TO THE SHERIFF OF CLEARFIELD COUNTY:

PLEASE SERVE THE DEFENDANT(S) AT THE FOLLOWING ADDRESS(ES) :

COLLEEN F WITZ
492 TREASURE LK
DU BOIS, PA 15801

Please confirm service by sending notice to:

WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130

06340635 C N Pit SXA

CapitalOne
what's in your wallet?

COLLEEN F WITZ

YOU'RE BEHIND BY
6
PAYMENTS

**NOT PAYING YOUR DEBT
DOESN'T MAKE IT GO AWAY.**

058

In fact, even if we report your account as charged off, you'll still be responsible for paying your debt. So why not call us to see what we can do together to keep you from receiving such a serious mark on your credit record?

**We're here to help. Please contact us to
find a solution that's right for you.**

**You can make a payment with our free check by phone service
or speak to an associate by calling 1.800.955.6600.**

Make sure you call or pay the amount due on your statement within 30 days to keep your account from being charged off.

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058-07754

CapitalOne®

Account Summary

Previous Balance	\$1,049.26
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$14.26
 New Balance	 \$1,092.52
Minimum Amount Due	\$1,092.52
Payment Due Date	September 07, 2006
 Total Credit Line	 \$2,500
Total Available Credit	\$0.00
Credit Line for Cash	\$2,500
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 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

Important Account Information

Take control and start paying your bill online for free. Eliminate the hassle of writing checks, finding stamps, and sealing envelopes. Everything you need to access, review, and pay your bill is available online. Our website offers you a convenient, simple, and secure way to manage your account. Visit www.capitalone.com and register your account to start simplifying your life today!

PLATINUM VISA ACCOUNT

4121-7415-3369-1205

JUL 08 - AUG 07, 2006

Page 1 of 1

Payments, Credits and Adjustments

Transactions

1	07 AUG	PAST DUE FEE	\$29.00
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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.

Your account is six payments behind. If we charge off your account due to late payments, we will report this to several national credit bureaus which may have a serious impact on your credit record. Act now to prevent this from happening. Please pay the amount due on your statement or give us a call at 1.800.955.6600. We'll work with you so you can take control of your Capital One account and start rebuilding your credit.

You were assessed a past due fee of \$29.00 on 08/07/2006 because your minimum payment was not received by the due date of 08/07/2006. 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	\$865.53	.04356%	15.90%	\$11.69
CASH	\$190.61	.04356%	15.90%	\$2.57

ANNUAL PERCENTAGE RATE applied this period

15.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 4121741533691205 07 1092520075001092528

New Balance \$1,092.52
Minimum Amount Due \$1,092.52
Payment Due Date September 07, 2006
Total enclosed \$
Account Number: 4121-7415-3369-1205

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

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

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

#9022004473156112# MAIL ID NUMBER
COLLEEN F WITZ
492 TREASURE LK
DU BOIS PA 15801-9035

009810

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

0703030100
98105
2

1. How To Avoid A Finance Charge.
† a. **Grace Period.** You will have a minimum grace period of 25 days, which is a finance charge on new purchases, new transfers, new cash advances, 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 a transaction if you do not pay the total "New Balance".

b. **Acquiring 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 next calendar day of the current billing period. Additionally, if you did not pay your "New Balance" in time, 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 pay for the previous month. Unpaid finance charges are added to the application date of the transaction.

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 \$0.50 and the difference will be billed to the purchase segment of your account.

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

2. **Assessing Balance (Including New Purchases).**

a. **Finance charge.** We calculate the average 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 and apply the same 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 that 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 balance of each segment on the previous statement in full (or if your new balance was zero) or a specific daily, 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. Then we multiply your total finance charge, multiply the 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 do not 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 "Annual Percentage Rate", 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 charges will be effective on the first day of your billing period.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repaid Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATE 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 charges 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 one of the fees listed below, depending on 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 of this statement to request 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 all fees before the end of the third day following the membership fee prior to the end of the third 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 contact your merchant to cancel all 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 posted 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 a membership fee will be assessed. If a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. You can or account cannot be used in connection with any Internet gambling transaction.

8. **Notice About Electronic Check Conversion.** When you provide us 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 A Problem Or Question 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 in which the 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; if you are not sure about the amount, a description of the amount you are unsure about; and the name and address of the merchant who sold you the item or service. If you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Special
Capital One
Cardholders
Offer

003

peoplepc® online
A better way to Internet.

First 3 months half-price

\$9.95/mo. thereafter*

a month;

1-877-778-1207

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

SIGN UP TODAY!

PLATINUM VISA ACCOUNT
4121-7415-3369-1205

AUG 08 - SEP 07, 2006
Page 1 of 1

UNLIMITED INTERNET ACCESS

Email Virus Protection
Pop-Up Blocker™
Spam Controls
Smart Dialer
Phisher Security
Internet Call Waiting

1 07 SEP 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.

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

You were assessed a past due fee of \$29.00 on 09/07/2006 because your minimum payment was not received by the due date of 09/07/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

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

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

136865

Important Account Information

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

Finance Charges

 PURCHASES \$906.48 .04356% 15.90% \$12.24
 CASH \$193.19 .04356% 15.90% \$2.61

ANNUAL PERCENTAGE RATE applied this period 15.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne 0000000 0 4121741533691205 07 1136370075001136374

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 _____

#9025104473156117# MAIL ID NUMBER
COLLEEN F WITZ
492 TREASURE LK
DU BOIS PA 15801-9035

013585

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

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

peoplepc® online
A better way to Internet.

UNLIMITED INTERNET ACCESS

SIGN UP TODAY!

1-877-777-1207

Mention Offer Code: ONYX

Or visit www.peoplepc.com/go/onyx

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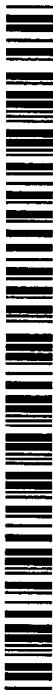
*PeoplePC Online: First 3 months of service are billed at \$4.97 a month; \$9.95 a month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per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

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

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

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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 advances, new purchases, new advances, and any other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- Assuming 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 next calendar day of the current billing period. Additionally, if you did not pay the "New Balance" 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 pay for the entire month. Unpaid finance charges are added to the applicable segments 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 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 for purchases. We calculate the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment to 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 obtain the monthly 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 daily balance for that segment and add any new purchases and any periodic finance charges calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the "New Balance" shown on your previous statement in full (or if your new balance was zero or negative) and new transactions which pertain 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, we multiply the 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 2 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 for 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 period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

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

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

You account will be assessed no more than two of the fees listed here for each month. In addition, if you violate 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 of this statement to cancel your account 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 at 1-877-778-1207 (excluding toll-free numbers) or by mailing a letter to our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and close all accounts. If you do not cancel your preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advances, and any other amounts due on your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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

7. Using Your Account.

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

8. Notice About Electronic Check Conversion.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to provide 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 Error Or Question About Your Bill

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

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property services. You have this protection only when the purchase price was more than \$50.00 and the problem occurred in the same 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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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 a business envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us in the mail or other form or 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

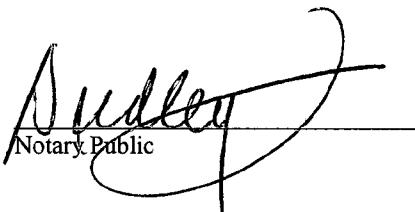
CAPITAL ONE BANK

vs

WITZ, COLLEEN F

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


Dudley Turner
Notary Public

Dudley Turner
Notary Public, Dekalb County, Georgia
My Commission Expires January 19, 2009

4121741533691205
A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **104046**

CAPITAL ONE BANK

Case # 08-681-CD

vs.

COLLEEN F. WITZ

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW July 25, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO COLLEEN F. WITZ, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8672472	10.00
SHERIFF HAWKINS	WELTMAN	8672472	33.19

FILED

07:30 AM
JUL 25 2008

William A. Shaw
Prothonotary/Clerk of Courts

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: 2008-681-CD

vs.

COMPLAINT IN CIVIL ACTION

COLLEEN F WITZ

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 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06340635 C N Pit SXA

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

APR 14 2008

Attest.

William L. H.
Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff
vs.
COLLEEN F WITZ
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:

COLLEEN F WITZ
492 TREASURE LK
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXX1205 .

4. Defendant made use of said credit card and has a current balance due of \$1371.46 , as of December 27, 2007 .

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 15.900% per annum on the unpaid balance from December 27, 2007 . 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 , COLLEEN F WITZ , INDIVIDUALLY , in the amount of \$1371.46 with continuing interest thereon at the rate of 15.900% per annum from December 27, 2007 plus costs.


James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06340635 C N Pit SXA

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.

Law Offices of
Weltman, Weinberg & Reis Co., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955

December 27, 2007

RE: CAPITAL ONE BANK vs. COLLEEN F WITZ

COURT #:

TO THE SHERIFF OF CLEARFIELD COUNTY:

PLEASE SERVE THE DEFENDANT(S) AT THE FOLLOWING ADDRESS(ES) :

COLLEEN F WITZ
492 TREASURE LK
DU BOIS, PA 15801

Please confirm service by sending notice to:

WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130

06340635 C N Pit SXA

CapitalOne

what's in your wallet?

COLLEEN F WITZ

**YOU'RE BEHIND BY
6
PAYMENTS**

**NOT PAYING YOUR DEBT
DOESN'T MAKE IT GO AWAY.**

058

In fact, even if we report your account as charged off, you'll still be responsible for paying your debt. So why not call us to see what we can do together to keep you from receiving such a serious mark on your credit record?

We're here to help. Please contact us to find a solution that's right for you.

You can make a payment with our free check by phone service or speak to an associate by calling 1.800.955.6600.

Make sure you call or pay the amount due on your statement within 30 days to keep your account from being charged off.

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058-07754

CapitalOne

PLATINUM VISA ACCOUNT

4121-7415-3369-1205

6340635 JUL 08 - AUG 07, 2006

Page 1 of 1

Payments, Credits and Adjustments

Transactions

1 07 AUG 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.

Your account is six payments behind. If we charge off your account due to late payments, we will report this to several national credit bureaus which may have a serious impact on your credit record. Act now to prevent this from happening. Please pay the amount due on your statement or give us a call at 1.800.955.6600. We'll work with you so you can take control of your Capital One account and start rebuilding your credit.

You were assessed a past due fee of \$29.00 on 08/07/2006 because your minimum payment was not received by the due date of 08/07/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Account Summary

Previous Balance	\$1,049.26
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$14.26
New Balance	\$1,092.52
Minimum Amount Due	\$1,092.52
Payment Due Date	September 07, 2006
Total Credit Line	\$2,500
Total Available Credit	\$0.00
Credit Line for Cash	\$2,500
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 payments to: Send inquiries to:
Attn: Remittance Processing Capital One
Capital One Bank P.O. Box 30285
P.O. Box 780216 SLC, UT 84130-0285
St. Louis, MO 63179-0216

Important Account Information

Take control and start paying your bill online for free. Eliminate the hassle of writing checks, finding stamps, and sealing envelopes. Everything you need to access, review, and pay your bill is available online. Our website offers you a convenient, simple, and secure way to manage your account. Visit www.capitalone.com and register your account to start simplifying your life today!

EXHIBIT

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$865.53	.04356%	15.90%	\$11.69
CASH	\$190.61	.04356%	15.90%	\$2.57

ANNUAL PERCENTAGE RATE applied this period

15.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 0 4121741533691205 07 1092520075001092528

New Balance	\$1,092.52
Minimum Amount Due	\$1,092.52
Payment Due Date	September 07, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4121-7415-3369-1205

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		

#9022004473156112# MAIL ID NUMBER

COLLEEN F WITZ

Capital One Bank

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 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 grace period are assessed finance charge 1) from the date of the transaction to the first day the transaction is processed by 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. Note that you may still owe finance charges, even if you pay the total "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 unpaid balance of your account, including all 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 to each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To calculate the finance charge 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 made as of that day that are allocated to that segment. We then divide the total 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 of each segment and by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge that is daily issued.
 - b. If the code 2 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 will subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. We then divide the total daily balance of each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rate (APR).

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

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

5. Terminate 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 close 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 will be required to provide 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 transaction fees, authorization fees, late fees, delinquent 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 have made 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 is closed in accordance with the terms 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 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 information on the front of this statement. We request that you do not mail us this sheet. We will not hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount in dispute, a description of the error and an explanation. If you state that 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 are questioning.

1.† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right 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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- Phisher Security
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CapitalOne®

PLATINUM VISA ACCOUNT

4121-7415-3369-1205

AUG 08 - SEP 07, 2006

Page 1 of 1

Account Summary

Previous Balance	\$1,092.52
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$14.85
 New Balance	 \$1,136.37
Minimum Amount Due	\$1,136.37
Payment Due Date	October 11, 2006
 Total Credit Line	 \$2,500
Total Available Credit	\$0.00
Credit Line for Cash	\$2,500
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 payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 70884
Charlotte, NC 28272-0884

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

Important Account Information

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

Payments, Credits and Adjustments

Transactions

1	07 SEP	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.

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

You were assessed a past due fee of \$29.00 on 09/07/2006 because your minimum payment was not received by the due date of 09/07/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$904.48	.04356%	15.90%	\$12.24
CASH	\$193.19	.04356%	15.90%	\$2.61

ANNUAL PERCENTAGE RATE applied this period

15.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 4121741533691205 07 1136370075001136374

New Balance \$1,136.37
Minimum Amount Due \$1,136.37
Payment Due Date October 11, 2006
Total enclosed \$
Account Number: 4121-7415-3369-1205

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		

#9025104473156117# MAIL ID NUMBER

COLLEEN F WITZ

13685S

Capital One Bank



COLLEEN F WITZ

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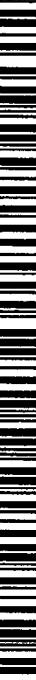
*PeoplePC Online: First 3 months of service are billed at \$4.97 a month; \$9.95 a month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per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

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

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07R03 0 0100
135 BSA
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 purchases if you pay your total "New Balance" in full according to the instructions. Money 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. **No 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 you on the "New Balance" until you pay the "New Balance" in full. This means that you may still owe finance charges, even if you pay the entire "New Balance" indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
 - c. **Minimum Finance Charge.** Each billing period in which 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 rates is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be applied to the purchase segment of your account.
 - d. **Temporary Reduction in Finance Charge.** We reserve the right not to assess any or all finance charges for any given billing period.
2. **Average Daily Balance (Including New Purchases).**
 - a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash balance, purchases, transfers, and new special purchases) by the corresponding daily periodic rate for each segment previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the total of these daily calculations to arrive at your total periodic finance charge for each segment. We then add 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 (any periodic finance charge calculated on the previous day's balance) for the segment. We then subtract any payments or credits posted as of that date 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 purchases segment are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between the calculation and the amount of finance charge actually assessed.
 - b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we add a statement amount field finance charge to 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).**
 - 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 will be corresponding to the "PERIODIC RATE" and "ANNUAL PERCENTAGE RATE" 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 periodic billing period covered by your periodic statement ending in the months of January, April, July and October.
 - c. If the code D (Prime) appears on the front of this statement, LIBOR (Revised 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 withdraw access 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 pay the membership fee to have service renewed. If you do not pay the membership fee within 30 days, 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 Change Your Address.** You must notify us 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 change of address notification to reopen your account. After you close your account, it will be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or 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 monthly fee assessed for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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

8. **Non-Bank Account 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, or as soon as you inquire 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 prevent you from writing a letter, give us the following information: your name and address, 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 must continue to pay amounts due on 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, 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 a merchant, or if we mailed you the advertisement for the property or service, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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01GLBAK

VERIFICATION

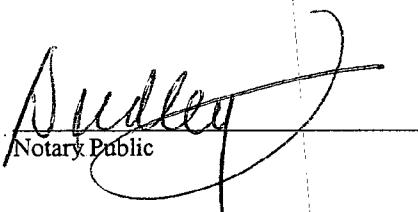
CAPITAL ONE BANK

vs

WITZ, COLLEEN F

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


Dudley Jurns
Notary Public

Dudley Jurns,
Notary Public, DeKalb County, Georgia
My Commission Expires January 19, 2009

4121741533691205

A049

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

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

CAPITAL ONE BANK (USA), NA

Plaintiff No. 2008-681-CD

vs. PRAECIPE TO REINSTATE COMPLAINT

COLLEEN F WITZ

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) 434-79555

WWR#6340635

FILED Atty pd. 7.00
MAY 26 2009 1CC & Compl.
S William A. Shaw
Prothonotary/Clerk of Courts
Reinstated
to Sheriff
(GW)

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 2008-681-CD

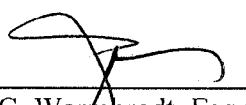
COLLEEN F WITZ

Defendant

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

WWR #6340635

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

CAPITAL ONE BANK

Plaintiff No:

vs.

COMPLAINT IN CIVIL ACTION

COLLEEN F WITZ

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 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06340635 C N Pit SXA

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

CAPITAL ONE BANK

Plaintiff
vs.
COLLEEN F WITZ
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:

COLLEEN F WITZ
492 TREASURE LK
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXX1205 .

4. Defendant made use of said credit card and has a current balance due of \$1371.46 , as of December 27, 2007 .

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 15.900% per annum on the unpaid balance from December 27, 2007 . 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 , COLLEEN F WITZ , INDIVIDUALLY , in the amount of \$1371.46 with continuing interest thereon at the rate of 15.900% per annum from December 27, 2007 plus costs.


James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06340635 C N Pit SXA

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.

CapitalOne

what's in your wallet?

COLLEEN F WITZ

**YOU'RE BEHIND BY
6
PAYMENTS**

**NOT PAYING YOUR DEBT
DOESN'T MAKE IT GO AWAY.**

058

In fact, even if we report your account as charged off, you'll still be responsible for paying your debt. So why not call us to see what we can do together to keep you from receiving such a serious mark on your credit record?

We're here to help. Please contact us to find a solution that's right for you.

You can make a payment with our free check by phone service or speak to an associate by calling 1.800.955.6600.

Make sure you call or pay the amount due on your statement within 30 days to keep your account from being charged off.

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058-07754

CapitalOne

PLATINUM VISA ACCOUNT

4121-7415-3369-1205

JUL 08 - AUG 07, 2006

6340635
Page 1 of 1

Account Summary

Previous Balance	\$1,049.26
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$14.26
 New Balance	 \$1,092.52
Minimum Amount Due	\$1,092.52
Payment Due Date	September 07, 2006
 Total Credit Line	 \$2,500
Total Available Credit	\$0.00
Credit Line for Cash	\$2,500
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 payments to: Send inquiries to:
Attn: Remittance Processing Capital One
Capital One Bank Capital One
P.O. Box 790216 P.O. Box 33285
St. Louis, MO 63179-0216 SLC, UT 84130-0285

Important Account Information

Take control and start paying your bill online for free. Eliminate the hassle of writing checks, finding stamps, and sealing envelopes. Everything you need to access, review, and pay your bill is available online. Our website offers you a convenient, simple, and secure way to manage your account. Visit www.capitalone.com and register your account to start simplifying your life today!

EXHIBIT

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$865.53	.0435696	15.90%	\$11.69
CASH	\$190.61	.0435696	15.90%	\$2.57

ANNUAL PERCENTAGE RATE applied this period

15.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 0 4121741533691205 07 1092520075001092528

New Balance	\$1,092.52
Minimum Amount Due	\$1,092.52
Payment Due Date	September 07, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4121-7415-3369-1205

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		



#9022004473156112# MAIL ID NUMBER
COLLEEN F WITZ

Capital One Bank

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 if you let us to be credited on 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, (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 unpaid balance until the unpaid balance is paid in full. This may result in a finance charge being assessed even if you pay the entire "New Balance" indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. Minimum Finance Charge. For each billing period that includes an unpaid balance in a financial segment, 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 periodic or daily periodic rate(s) that has been previously disclosed to you. As each segment of your account is calculated for 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 total periodic finance charge for each segment to arrive at the total periodic finance charge for your account. To find 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 periodic finance charge for that day that are allocated to that segment. This gives us the average daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate your average daily balance by adding the daily balance together and dividing the total by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of

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 the daily balance of each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage 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 latest information in *The Wall Street Journal*, plus the margin previously disclosed to you.

These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR 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 changing our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee

appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account, but you must pay the membership fee. To cancel your account, 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 any fees, including any finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close your account or become due 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 the merchant before your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the amount of the membership fee is paid in full as defined above.

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet of paper. Please attach a copy of the notices 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, the date(s) 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 not been able to resolve 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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!

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\$497

a month;
\$9.95/mo. thereafter*

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003

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Spam Controls

Smart Dialer

Phisher Security

Internet Call Waiting

Capital One®

PLATINUM VISA ACCOUNT

4121-7415-3369-1205

AUG 08 - SEP 07, 2006

Page 1 of 1

Account Summary

Previous Balance	\$1,092.52
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$14.85
 New Balance	 \$1,136.37
Minimum Amount Due	\$1,136.37
Payment Due Date	October 11, 2006
 Total Credit Line	 \$2,500
Total Available Credit	\$0.00
Credit Line for Cash	\$2,500
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 payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 70834
Charlotte, NC 28272-0834

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

Important Account Information

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

Payments, Credits and Adjustments

Transactions

1	07 SEP	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.

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

You were assessed a past due fee of \$29.00 on 09/07/2006 because your minimum payment was not received by the due date of 09/07/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$904.48	.04356%	15.90%
CASH	\$193.19	.04356%	15.90%

ANNUAL PERCENTAGE RATE applied this period

15.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

0000000 0 4121741533691205 07 1136370075001136374

New Balance	\$1,136.37
Minimum Amount Due	\$1,136.37
Payment Due Date	October 11, 2006
Total enclosed	\$
Account Number:	4121-7415-3369-1205

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		

13586S

Capital One Bank



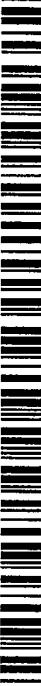
#9025104473156117# MAIL ID NUMBER
COLLEEN F WITZ

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A better way to Internet.

UNLIMITED INTERNET ACCESS

SIGN UP TODAY!
1-877-778-1207

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



1. **How To Avoid A Finance Charge.**
 - a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in full by the date of the statement. This is the date of the payment below, and in time for it to be credited by your bank on the statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New" balance."
 - b. **Average 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 the date of the transaction. The finance charge 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 you receive a statement, we will calculate the 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 waive 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 periodic rate(s) that have been assessed and 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 then add up the periodic finance charge for each segment to 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 new purchases or cash advances made in the total periodic finance charge for your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segment are not added to the daily balances. We calculate the average daily balance by adding the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
 - b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

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

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

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

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

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

5. **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 assess any fees without prior notification to you, except without 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 paying 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 due on your account, including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close your account or at the time you respond to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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

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

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us to 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 the address shown on the front of this statement. We must receive your letter within 60 days after we sent you the first bill on which the error or 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: the account number, the date and amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you must still continue 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.

4. **† Special Rule For Credit Card Purchases**

If you have a problem with the quality of property or services you purchased with a credit card and you have filed in good faith to complain 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 \$40.00 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 bill, the protection does not apply.) Credit card 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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07R03 0100
13656S
2

VERIFICATION

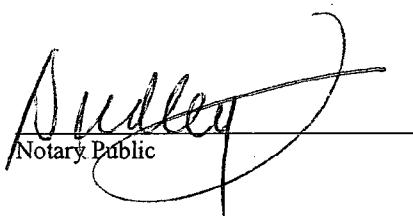
CAPITAL ONE BANK

vs

WITZ, COLLEEN F

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

Dudley J.M.C.
Notary Public, DeKalb County, Georgia
My Commission Expires January 19, 2009

4121741533691205

A049

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-681-CD

FILED

03/17/09
JUN 26 2009

CAPITAL ONE BANK (USA), NA
vs
COLLEEN F. WITZ

SERVICE # 1 OF 1

William A. Shaw
Prothonotary/Clerk of Courts

COMPLAINT

SERVE BY: 06/25/2009

HEARING:

PAGE: 105712

any states she works
at Triangle Tech
371-5361

DEFENDANT: COLLEEN F. WITZ
ADDRESS: 492 TREASURE LK

DUBOIS, PA 15801

ALTERNATE ADDRESS POSS: SEC. 13 LOT 105

Sec 13 Lot 105 Montego Bay (371-5032)

① at stop 2nd ② on montego last on ③ 4th.

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

ATTEMPTS

6-18-09 11:50 AM
N/A

6-19-09

6-25-09

6-3-09 N/H

6-19-09

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT ON COLLEEN F. WITZ, DEFENDANT

BY HANDING TO _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR COLLEEN F. WITZ

AT (ADDRESS) _____

NOW This 26th day of June 2009 AT 3:09 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO COLLEEN F. WITZ

REASON UNABLE TO LOCATE _____

Not Home

SWORN TO BEFORE ME THIS

So Answers CHESTER A. HAWKINS, SHERIFF

BY

George T. Detlaff
Deputy Signature

Print Deputy Name

DAY OF _____ 2009

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

CAPITAL ONE BANK (USA), NA

Plaintiff No. 2008-681-CD

vs. PRAECIPE TO REINSTATE COMPLAINT

COLLEEN F WITZ

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#6340635

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

MAY 26 2009

Attest.



William J. Shaffer
Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 2008-681-CD

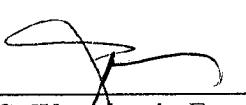
COLLEEN F WITZ

Defendant

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 I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-79555

WWR #6340635

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

CAPITAL ONE BANK

Plaintiff

No: 08-681-CD

vs.

COMPLAINT IN CIVIL ACTION

COLLEEN F WITZ

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 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06340635 C N Pit SXA

5126109 Document
Reinstated/Rescued to Sheriff/Attorney
for service.

Will Shantz
Deputy Prothonotary

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No

COLLEEN F WITZ

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:

COLLEEN F WITZ
492 TREASURE LK
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXXX1205 .

4. Defendant made use of said credit card and has a current balance due of \$1371.46 , as of December 27, 2007 .

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 15.900% per annum on the unpaid balance from December 27, 2007 . 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 , COLLEEN F WITZ , INDIVIDUALLY , in the amount of \$1371.46 with continuing interest thereon at the rate of 15.900% per annum from December 27, 2007 plus costs.


James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06340635 C N Pit SXA

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.

Law Offices of
Weltman, Weinberg & Reis Co., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955

December 27, 2007

RE: CAPITAL ONE BANK vs. COLLEEN F WITZ

COURT #:

TO THE SHERIFF OF CLEARFIELD COUNTY:

PLEASE SERVE THE DEFENDANT(S) AT THE FOLLOWING ADDRESS(ES) :

COLLEEN F WITZ
492 TREASURE LK
DU BOIS, PA 15801

Please confirm service by sending notice to:

WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130

06340635 C N Pit SXA

CapitalOne

what's in your wallet?

COLLEEN F WITZ

**YOU'RE BEHIND BY
6
PAYMENTS**

NOT PAYING YOUR DEBT DOESN'T MAKE IT GO AWAY.

058

In fact, even if we report your account as charged off, you'll still be responsible for paying your debt. So why not call us to see what we can do together to keep you from receiving such a serious mark on your credit record?

We're here to help. Please contact us to find a solution that's right for you.

You can make a payment with our free check by phone service or speak to an associate by calling 1.800.955.6600.

Make sure you call or pay the amount due on your statement within 30 days to keep your account from being charged off.

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058-07754

CapitalOne

PLATINUM VISA ACCOUNT

4121-7415-3369-1205

JUL 08 - AUG 07, 2006

Page 1 of 1

6370635

Account Summary

Previous Balance	\$1,049.26
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$14.26
 New Balance	\$1,092.52
Minimum Amount Due	\$1,092.52
Payment Due Date	September 07, 2006
Total Credit Line	\$2,500
Total Available Credit	\$0.00
Credit Line for Cash	\$2,500
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 payments to: Send inquiries to:
Attn: Remittance Processing Capital One Bank
Capital One Bank P.O. Box 30285
P.O. Box 790216 SLC, UT 84130-0285
St. Louis, MO 63179-0216

Important Account Information

Take control and start paying your bill online for free. Eliminate the hassle of writing checks, finding stamps, and sealing envelopes. Everything you need to access, review, and pay your bill is available online. Our website offers you a convenient, simple, and secure way to manage your account. Visit www.capitalone.com and register your account to start simplifying your life today!

EXHIBIT

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$865.53	.04356%	15.90%	\$11.69
CASH	\$190.61	.04356%	15.90%	\$2.57

ANNUAL PERCENTAGE RATE applied this period

15.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 0 4121741533691205 07 1092520075001092528

New Balance	\$1,092.52
Minimum Amount Due	\$1,092.52
Payment Due Date	September 07, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4121-7415-3369-1205

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

Street	Apartment	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		

#9022004473156112# MAIL ID NUMBER

COLLEEN F WITZ

Capital One Bank

1. How To Avoid A Finance Charge.
 - † a. **Cash Period.** You will receive 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 deposited to your Account or (3) from the first calendar day of the month following the purchase, 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, or if you make a payment on time, but did not do so 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 total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate is less than \$0.50, we will correct that amount from the \$0.50 minimum and the difference will be paid to the purchase segment of your account.
3. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
4. **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 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. However, if you paid the New Balance in full on your previous statement in full (or if your new balance was zero) at a different card, new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate 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, 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 D (Demand), M (Market), 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 rates are then applied to the daily balance of the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
 - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replics 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 charges 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. **Membership Fee.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us in writing. Once you cancel your account 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 preauthorized billing, and cancel any direct deposit. 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 finance fees, returned checks, cash advances, 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 received the transaction from the merchant before your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
7. **User of 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 receive your letter within 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 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 your account or on the purchase if the problem 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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01LGLBAK

Special
Capital
One
Cardholder
Offer!

1

First 3 months half-price

\$497

a month;
\$9.95/mo. thereafter

SIGN UP TODAY!
1-877-778-1207

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

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CapitalOne®

PLATINUM VISA ACCOUNT

AUG 08 - SEP 07, 2006

4121-7415-3369-1205

Page 1 of 1

Account Summary

Previous Balance	\$1,092.52
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$14.85
New Balance	\$1,136.37
Minimum Amount Due	\$1,136.37
Payment Due Date	October 11, 2006
Total Credit Line	\$2,500
Total Available Credit	\$0.00
Credit Line for Cash	\$2,500
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 payments to:
 Attn: Remittance Processing
 Capital One Bank
 P.O. Box 70884
 Charlotte, NC 28272-0884

 Send inquiries to:
 Capital One
 P.O. Box 36285
 SLC, UT 84130-0285

Important Account Information

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

Payments, Credits and Adjustments
Transactions

1	07 SEP	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.

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

You were assessed a past due fee of \$29.00 on 09/07/2006 because your minimum payment was not received by the due date of 09/07/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$906.48	.04356%	15.90%	\$12.24
CASH	\$193.19	.04356%	15.90%	\$2.61

ANNUAL PERCENTAGE RATE applied this period

15.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 4121741533691205 07 1136370075001136374

New Balance	\$1,136.37
Minimum Amount Due	\$1,136.37
Payment Due Date	October 11, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4121-7415-3369-1205

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		

 #9025104473156117# MAIL ID NUMBER
 COLLEEN F WITZ

peoplepc® online
A better way to Internet.

UNLIMITED INTERNET ACCESS

SIGN UP TODAY!
1-877-778-1207

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

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

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

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

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

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1. **How To Avoid A Finance Charge.**
 - + a. **Grace Period.** You will have a minimum grace period of 24 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 cash 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 and (2) from the date the transaction is processed to your account of 31 days, the first calendar day of the current billing period. Additionally, if you do 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 in the current 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 FINANCIAL CHARGE of \$0.50 will be imposed. If the total financial charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be added to the purchase segment of your account.
 - + d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Accruing 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 and then add the daily balance for each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment, we subtract the total daily pending 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 on 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 average balance, 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 for the billing period. We then divide the total balance 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 index, as found in *The Wall Street Journal*. Your charges 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 (Prime), or G (3-mo. LIBOR Reprice 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 index, as found in *The Wall Street Journal*. Your charges plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Accounting 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. Prepaid or 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 a preauthorized payment, 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 all preauthorized, credit and account access media, 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 transaction 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 after 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 is closed in accordance with the terms above.

7. Using Your Account.

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

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use your check for payment or to convert your 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 investigating errors 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 in dispute, the date the bill was sent to you, 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 to have 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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VERIFICATION

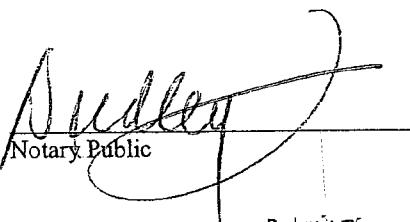
CAPITAL ONE BANK

vs

WITZ, COLLEEN F

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


Dudley Turner
Notary Public

Dudley Turner
Notary Public, DeKalb County, Georgia
My Commission Expires January 19, 2009

4121741533691205
A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105712
NO: 08-681-CD
SERVICES 1

COMPLAINT

PLAINTIFF: CAPITAL ONE BANK (USA), NA

vs.

DEFENDANT: COLLEEN F. WITZ

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8870599	10.00
SHERIFF HAWKINS	WELTMAN	8870599	90.00

FILED
08/18/2009
AUG 18 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of 2009



Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK (USA) NA

Plaintiff No. 2008-681-CD

vs.

MOTION FOR ALTERNATE SERVICE

COLLEEN F WITZ

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

FILED
M 10 23 2010
MAR 26 2010
S NO CC
Clerk of Courts
William A. Shaw
Prothonotary/Clerk of Courts
60

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

CAPITAL ONE BANK (USA) NA

Plaintiff No. 2008-681-CD

vs.

COLLEEN F WITZ

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, Colleen F. Witz, by certified U.S. Mail and Certificate of Mailing, addressed to 492 Treasure Lake, Dubois, Pa 15801, averring in support thereof the following:

1. On or about April 14, 2008, Plaintiff filed a Complaint in Civil Action against Defendant to recover the unpaid balance due Plaintiff from Defendant in the amount of \$1,371.46.
2. When the Sheriff of Clearfield County, Pennsylvania, attempted to make service of Plaintiff's Complaint on Defendant, the Sheriff was unable to do so, as evidenced by the Sheriff's return, a true and correct copy of which is attached hereto, marked Exhibit "1", and made a part hereof.
3. Upon receipt of the Sheriff's 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 492 Treasure Lake, Dubois, Pa 15801, 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 was able to confirm a current address for Defendant of 492 Treasure Lake, Dubois, Pa 15801. A true and correct copy of the search results is attached hereto, marked as Exhibit "3", and made a part hereof.

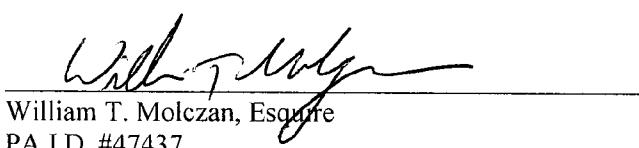
6. Plaintiff contacted the Clearfield County Tax Assessment office, a representative from which could not confirm the Defendant as being the registered owner of 492 Treasure Lake, DuBois, PA 15801.

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

8. Pursuant to Plaintiff's request for information, Accurint Total Research System confirmed Defendant's physical address of 492 Treasure Lake, DuBois, PA 15801, a true and correct copy of the Accurint search results is attached hereto, marked as Exhibit "4", 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 (492 Treasure Lake, Dubois, Pa 15801) 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 (USA) NA

NO. 2008-681-CD

Plaintiff

vs.

COLLEEN F WITZ

Defendant

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

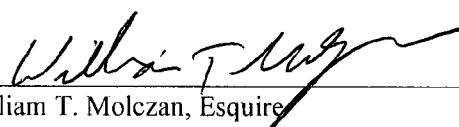
BEFORE ME, a Notary Public, in and for the foregoing County and Commonwealth, personally appeared William T. Molczan, Esquire, of Weltman, Weinberg & Reis, Co., L.P.A., attorneys for Plaintiff, and deposes and says that the following accurately reflects efforts made to ascertain the exact whereabouts 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 492 Treasure Lake, Dubois, Pa 15801. A true and correct copy of the Postal Service Return is marked Exhibit "2" attached hereto and made a part hereof.
- b. Plaintiff conducted an online what pages search that confirmed the Defendant's address to be 492 Treasure Lake, DuBois, PA 15801. A true and correct copy is attached hereto and marked as Exhibit "3."
- c. Plaintiff requested current address information from the Accurint Total Research System, which request for information confirmed the current address for Defendant as being 492 Treasure Lake, DuBois, PA 15801. A true and correct copy of the Accurint search results is marked Exhibit "4" attached hereto and made a part hereof.

d. Plaintiff contacted the Clearfield County Tax Assessment office which could not confirm the Defendant as being the registered owner of 492 Treasure Lake, DuBois, PA 15801.

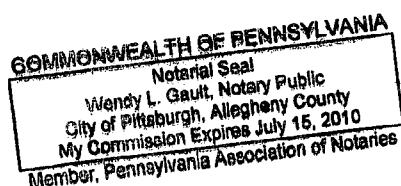
Finally, Affiant deposes and says that after the foregoing investigation, the exact whereabouts of the Defendant, Colleen F. Witz, is 492 Treasure Lake, Dubois, Pa 15801.

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


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

Sworn to and subscribed before me
this 18th day of March, 10

Notary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-681-CD

CAPITAL ONE BANK (USA), NA

COLLEEN F. WITZ

COMPLAINT

SERVICE # 1 OF 1

any states she works
@ Triangle Tech
371-5361

COPY

SERVE BY: 06/25/2009

HEARING:

PAGE: 105712

DEFENDANT: COLLEEN F. WITZ
ADDRESS: 492 TREASURE LK
DUBOIS, PA 15801

ALTERNATE ADDRESS POSS: SEC. 13 LOT 105 Sec 13 Lot 105 Montego Bay (371-5031)

2nd at stop ① or montego last on ② 4th.

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

05-18-09 11:50 AM
N/A

6-5-09

6-25-09

6-3-09 N/A

6-19-09

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT ON COLLEEN F. WITZ, DEFENDANT

BY HANDING TO _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR COLLEEN F. WITZ

AT (ADDRESS) _____

NOW This 26th day of June 2009 AT 3:09 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO COLLEEN F. WITZ

REASON UNABLE TO LOCATE Not Home

SWORN TO BEFORE ME THIS

DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

George F. Detacher
Print Deputy Name

Deputy Signature

EXHIBIT

**Postmaster
DU BOIS, PA 15801**

Date: October 13, 2009

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: COLLEEN F WITZ
492 TREASURE LK
Address: DU BOIS, PA 15801

Note: Only one request may be made per completed form. 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)(5)(ii). There is no fee for providing boxholder or change of address information.

1. Capacity of requester (e.g., process server, attorney, party representing self): **ATTORNEY**
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se—except a corporation acting pro se must cite statute):
3. The names of all known parties to the litigation: COLLEEN F WITZ, CAPITAL ONE BANK (USA),NA
4. The court in which the case has been or will be heard: PROTHONOTARY CLEARFIELD C
5. The docket or other identifying number (a or b must be filled out):
 a. Docket or other identifying number: #2008-681-CD
 b. Docket or other identifying number has not been issued
6. The capacity in which this individual is to be served (e.g., defendant or witness): **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 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 conjunction with actual or prospective litigation.

William T. Molczan, Esq.
Signature

William T. Molczan, Esquire / PA ID# 47437
Attorney
Printed Name

WWR File No. 6340635
User: REA

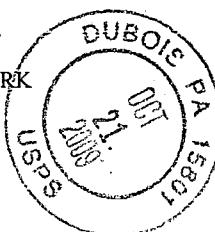
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, 1400 Koppers Building
Pittsburgh, PA 15219

FOR POST OFFICE USE ONLY

No change of address order on file: _____
Moved, left no forwarding address: _____
No such address: _____

Good As Addressed

NEW ADDRESS OR BOXHOLDER'S NAME POSTMARK
AND STREET ADDRESS



EXHIBIT

2

WhitePages

Other:  Facebook (1)

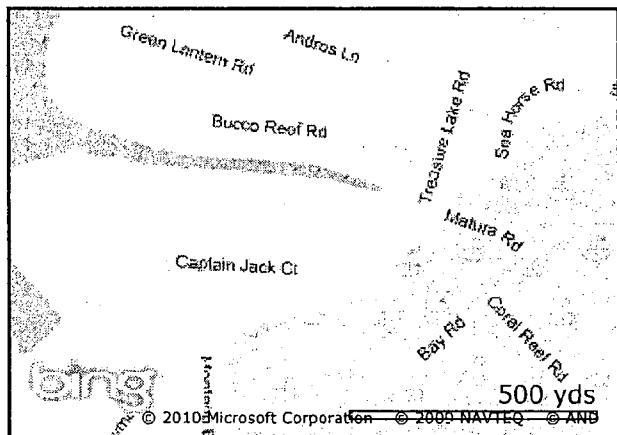
Or search:

- Last name only
- In Metro area

Colleen F Witz Is this you? Edit

H

492 Treasure Lk
Du Bois, PA 15801-9035



Listing date: Nov. 2009



EXHIBIT

3

COLLEEN F WITZ
COLLEEN WITZ
COLLEEN F COUDRIET
COLLEEN W COUDRIET
DOB: [REDACTED]
Age: 43
Gender - Female
 Setup Alert

492 TREASURE LK
DU BOIS PA 15801-9035
Link ID: 2752706760 Dec 03 - Feb 10

EXHIBIT

4

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the within Motion for Alternate Service was served on the 24th day of March, 2010, by first class, U.S. Mail, postage-prepaid, addressed as follows:

Colleen F. Witz
492 Treasure Lake
Dubois, Pa 15801



Attorney for Plaintiff

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

CAPTIAL ONE BANK (USA) NA * NO. 08-681-CD
Plaintiff *
Vs *
COLLEEN F. WITZ *
Defendant *

O R D E R

NOW, this 25th day of March, 2010, upon consideration of the foregoing Motion for Service of the Complaint 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, Colleen F. Witz, by permitting the Plaintiff to mail a copy of the Complaint to the Defendant at the last known address being 492 Treasure Lake, DuBois, PA 15801 by 1) certified mail, return receipt requested, and 2) by first class mail.

Service of the aforementioned mailings is effective upon the date of mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED
03/30/2010 3cc
MAR 29 2010 AttyMoiccan

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. 2008-681-CD

vs. PRAECEIPE TO REINSTATE COMPLAINT

COLLEEN F WITZ

Defendant(s) FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Lyndsay E Rowland, Esquire
PA ID #205520
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Buidling
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#6340635 CFR

FILED *Atty pd.*
MAY 14 2010 7:00
S *MAY 15 2010*
William A. Shaw
Prothonotary/Clerk of Courts
Compl. Reinstated
to Atty

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

CAPITAL ONE BANK (USA),NA

Plaintiff

vs.

Civil Action No. 2008-681-CD

COLLEEN F WITZ

Defendant(s)

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

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

By: Lyndsay E Rowland
Lyndsay E Rowland, Esquire
PA ID #205520

WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Buidling
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR #6340635

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

CAPITAL ONE BANK (USA), NA

Plaintiff No. 08-681-CD

vs.

COLLEEN F. WITZ

AFFIDAVIT OF SERVICE OF COMPLAINT

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#6340635

FILED
ON 12/4/2010
S
NO CC
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
vs.

No. 08-681-CD

COLLEEN F. WITZ

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, COLLEEN F. WITZ.

1. On or about MARCH 25, 2010, 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 MAY 24, 2010, Plaintiff mailed the complaint to COLLEEN F. WITZ. Said certificate of mailing and certified mail receipts are attached as Exhibit "2".

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

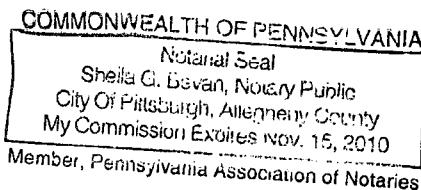


James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#6340635

Sworn to and subscribed
before me this 8
day of June, 2010.



NOTARY PUBLIC



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

CAPTIAL ONE BANK (USA) NA * NO. 08-681-CD
Plaintiff *
Vs *
COLLEEN F. WITZ *
Defendant *

ORDER

NOW, this 25th day of March, 2010, upon consideration of the foregoing Motion for Service of the Complaint 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, Colleen F. Witz, by permitting the Plaintiff to mail a copy of the Complaint to the Defendant at the last known address being 492 Treasure Lake, DuBois, PA 15801 by 1) certified mail, return receipt requested, and 2) by first class mail.

Service of the aforementioned mailings is effective upon the date of mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,

/S/ Fredric J Ammerman
FREDRIC J. AMMERMAN
President Judge

EXHIBIT

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

MAR 29 2010

Attest.

William E. Ammerman
Prothonotary
Clerk of Courts

LER

6340635



UNITED STATES
POSTAL SERVICE

Certificate
Mailir

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

From: Weltman, Weinberg & Rels Co.

1400 Koppers Bldg.

436 7th Ave.

Pittsburgh, PA 15219

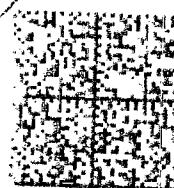
(412) 434-7955

To: Colleen F Witz

492 Treasure Lake

Dubois, Pa 15801

601.15
2007
USPS



FIRST CLASS

PS Form 3817, April 2007 PSN 7530-02-000-9065

7010 0290 0001 4328 7907

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 1.22
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.32
Postmark Here	
15778 15778	
Sent to	
Coleen F Witz	
Street, Apt. No., or PO Box No.	
492 Treasure Lake	
City, State, ZIP+4	
Dubois, Pa 15801	
PS Form 3800, August 2006	
See Reverse for Instructions	

EXHIBIT

2

pd \$20.00 Atty
FILED cc & notice to
m/11/04
AUG 06 2010 deft.

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), NA

Plaintiff

NO: 2008-681-CD

vs.

COLLEEN F WITZ

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
06340635 C N Pit NPE
Judgment Amount \$1814.45

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 2008-681-CD

COLLEEN F WITZ

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONTARY:

Kindly enter Judgment against the Defendant COLLEEN F WITZ above named, in the default of an Answer, in the amount of \$1814.45 computed as follows:

Amount claimed in Complaint	\$1371.46
Less payments / adjustments made	\$0.00
Interest on the remaining principal balance of \$1079.56 from December 27, 2007 to July 26, 2010 @ the interest rate of 15.900% per annum	\$442.99
Attorney's fees	\$0.00
TOTAL	\$1814.45

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

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

By: J
James C. Warmbrodt, 42524

06340635 C N Pit NPE

Plaintiff's address is:
c/o WELTMAN, WEINBERG & REIS CO., L.P.A.,
436 Seventh Avenue, Suite 1400 Pittsburgh, PA 15219

And that the last known address of the Defendant is :
COLLEEN F WITZ
492 TREASURE LK
DU BOIS, PA 15801

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 2008-681-CD

COLLEEN F WITZ

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following Order of Judgment
was entered against you on August 6, 2010.

Assumpsit Judgment in the amount of \$1814.45 plus costs.
 Trespass Judgment in the amount of \$_____ plus costs.
 If not satisfied within sixty (60) days, your motor vehicle
operator's license and/or registration will be suspended
by the Department of Transportation, Bureau of Traffic Safety,
Harrisburg, PA.
 Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration Award

Prothonotary

By:

Willie L. Shar ^{LM}
PROTHONOTARY (OR DEPUTY)

COLLEEN F WITZ
492 TREASURE LK
DU BOIS, PA 15801

Plaintiff's address is:

c/o WELTMAN, WEINBERG & REIS CO., L.P.A.,
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 2008-681-CD

NON-MILITARY AFFIDAVIT

COLLEEN F WITZ

The undersigned, who first duly sworn, according to law, deposes and states as follows:

That he/she is the duly authorized agent of the Plaintiff in the within matter.

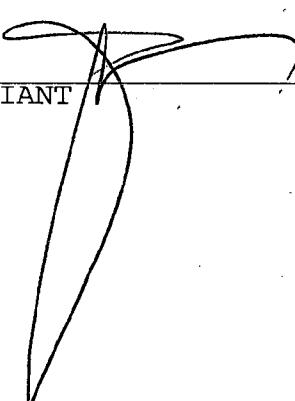
Affiant further states that the within Affidavit is made pursuant to and in accordance with the Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. 521.

Affiant further states that based upon investigation it is the affiant's belief that the Defendant, COLLEEN F WITZ is not in military service.

Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the DMDC does not possess any information indicating the individual status.

COLLEEN F WITZ
492 TREASURE LK
DU BOIS, PA 15801

is not in the military service. Further Affiant sayeth naught.


AFFIANT

Department of Defense Manpower Data Center

Aug-02-2010 05:46:13



Military Status Report
 Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
WITZ	COLLEEN F		Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
 Department of Defense - Manpower Data Center
 1600 Wilson Blvd., Suite 400
 Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID:CT7RHRITC5

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

CAPITAL ONE BANK (USA),NA

Plaintiff

Case No. 2008-681-CD

vs.

COLLEEN F WITZ

Defendant

IMPORTANT NOTICE

TO:

COLLEEN F WITZ
492 TREASURE LK
DU BOIS, PA 15801

Date of Notice: 7/1/10

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

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

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA. 16830
(814) 765-2641, EXT 50-51

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

By: _____

Matthew Urban
P.A.I.D.# 90963
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, 1400 Koppers Building
Pittsburgh, PA 15219
Phone: (412) 434-7955
6340635 N PIT G4B