

08-1198-CD
Capital One vs Christine Loughhead

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK (USA), N.A.

Plaintiff

No: 2008-1198-CD

vs.

COMPLAINT IN CIVIL ACTION

CHRISTINE A LOUGHHEAD

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Matthew D. Urban
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06667439 C N Pit TSW

FILED Atty PAID 95.00
m 1:08 P.M. GK
JUN 30 2008 1 COMPL. TO SHFF

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff No: 2008-1198-CD

vs.

COMPLAINT IN CIVIL ACTION

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Defendant FILED ON BEHALF OF
Plaintiff

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06667439 C N Pit TSW

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff
vs. Civil Action No
CHRISTINE A LOUGHHEAD
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 (USA), N.A 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:

CHRISTINE A LOUGHHEAD
801 DECATUR ST
PHILIPSBURG, PA 16866

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXX8617 .

4. Defendant made use of said credit card and has a current balance due of \$1221.57 , as of May 09, 2008 .

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

6. Plaintiff is entitled to the addition of interest at the rate of 22.200% per annum on the unpaid balance from May 09, 2008 . A copy of Plaintiff's STATEMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

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

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , CHRISTINE A LOUGHHEAD , INDIVIDUALLY , in the amount of \$1221.57 with continuing interest thereon at the rate of 22.200% per annum from May 09, 2008 plus costs.



Matthew D. Urban
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
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06667439 C N Pit TSW

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.

<p>1. How to Avoid a Finance Charge.</p> <p>† a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new cash advances, new special purchases and new other charges if you pay your total "New Balance", in accordance with the content 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."</p> <p>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 first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.</p> <p>† 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.</p> <p>† d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases). Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate to each segment of your account to find 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 results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits, posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions, which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply</p>	<p>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 or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.</p> <p>3. Annual Percentage Rates (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), or S (Brokered Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period ending in the months of January, April, July and October.</p> <p>c. If the code D (Monthly Prime), F (Monthly LIBOR), or G (Treasury LIBOR) 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.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees. 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.</p> <p>5. Renewing Your Account. If a membership fee appears on the front of your 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 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.</p> <p>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 unauthorized billing and cease using your account. After your request to close, if you continue to transact or do not cancel unauthorized billing arrangements, we will consider receipt of a charge your authorization to keep your account open. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed.</p>	<p>7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>8. Notice About Electronic Check Conversion.</p> <p>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.</p> <p>BILLING RIGHTS SUMMARY</p> <p>(In Case of Errors or Questions about Your Bill)</p> <p>If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p>† 3. Statement Rights for Credit Card Purchases</p> <p>If you have a problem with a good, property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to consumer non-credit card accounts</p> <p>† Does not apply to business non-credit card accounts</p> <p>Capital One supports information privacy protection: see our website at www.capitalone.com.</p> <p>Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2006 Capital One</p>
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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

VERIFICATION

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

vs

LOUGHHEAD, CHRISTINE A

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, TRACY TAYLOR, Authorized Agent, of CAPITAL ONE BANK (USA), N.A., successor-in-interest to Capital One Bank, Plaintiff Herein, that he/she is duly authorized to make this Declaration, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.



TRACY TAYLOR



Notary Public

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

4862362218418617

A049

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1198-CD

CAPITAL ONE BANK (USA) N.A.

VS

CHRISTINE A. LOUGHHEAD

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 07/30/2008

HEARING:

PAGE: 104350

DEFENDANT: CHRISTINE A. LOUGHHEAD
ADDRESS: 801 DECATUR ST.
PHILIPSBURG, PA 16866

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

FILED

07/30/2008
JUL 09 2008

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 7/9/08 AT 917 AM PM SERVED THE WITHIN

COMPLAINT ON CHRISTINE A. LOUGHHEAD, DEFENDANT

BY HANDING TO Christine Loughhead, self

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

ADDRESS SERVED 801 Decatur st. Philipsburg Pa

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR CHRISTINE A. LOUGHHEAD

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO CHRISTINE A. LOUGHHEAD

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

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

CAPITAL ONE BANK (USA), NA

Plaintiff No.: 2008-1198-CD

vs.

**PRAECIPE FOR ENTRY OF JUDGMENT
BY CONSENT**

CHRISTINE A LOUGHHEAD

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

PATRICK THOMAS WOODMAN, Esquire
PA I.D. #34507
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#6667439
AMOUNT:1,265.65

FILED

1:50 p.m. 6K
AUG 22 2008

Notice
1CC DEF.
801 Decatur St.
Pittsburgh PA 15206
William A. Shaw
Prothonotary/Clerk of Courts
Statement to Atty

(6K)

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. : 2008-1198-CD

CHRISTINE A LOUGHHEAD

Defendant

PRAECIPE FOR JUDGMENT BY CONSENT

TO THE PROTHONOTARY:

Kindly enter Judgment against Defendant, CHRISTINE A LOUGHHEAD, in the amount of \$1,265.65 plus costs, based upon the consent of the parties.

CONSENTED TO:

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

CHRISTINE A LOUGHHEAD ,

By: Patrick Thomas Welsman
Attorney for Plaintiff

By Christine A. Loughhead
Defendant

WWR#6667439

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. : 2008-1198-CD

CHRISTINE A LOUGHHEAD

Defendant

PRAECIPE FOR JUDGMENT BY CONSENT

TO THE PROTHONOTARY:

Kindly enter Judgment against Defendant, CHRISTINE A LOUGHHEAD, in the amount of \$1,265.65 plus costs, based upon the consent of the parties.

CONSENTED TO:

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

CHRISTINE A LOUGHHEAD ,

By: Patrick Thomas Weissman
Attorney for Plaintiff

By Christine A Loughhead
Defendant

WWR#6667439

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. : 2008-1198-CD

CHRISTINE A LOUGHHEAD

Defendant

**STIPULATION OF THE PARTIES FOR PAYMENT
AND FOR THE ENTRY OF JUDGMENT BY CONSENT**

TO THE PROTHONOTARY:

Kindly enter Judgment in favor of Plaintiff and against the Defendant, CHRISTINE A LOUGHHEAD, above-named, in the amount of \$1,265.65 pursuant to the Stipulation of the Parties for Payment and for the Entry of Judgment by Consent, as follows:

1. Defendant admits indebtedness to Plaintiff in the amount of \$1,265.65 with continuing interest thereon at a rate of 6% per annum plus costs from DATE OF JUDGMENT.
2. To secure the repayment of said indebtedness, Defendant agrees that Judgment by Consent will be entered in favor of the Plaintiff and against the Defendant, CHRISTINE A LOUGHHEAD, in the amount of \$1,265.65 plus continuing interest thereon at the rate of 6% per annum from DATE OF JUDGMENT and costs.
3. Plaintiff agrees not to execute on its Judgment so long as Defendant causes to be delivered to Plaintiff the following payments in full by 12:00 NOON on the following dates:

- (a) \$100.00 due by 8/10/08;
- (b) \$100.00 due on the 10TH day of each consecutive month thereafter until the Judgment amount plus accrued interest and costs are paid in full.

4. All payments are to be made payable to the order of "CAPITAL ONE BANK (USA), NA"

5. The first payment due under this agreement is to be received at the offices of Weltman, Weinberg & Reis, Co., L.P.A., 436 Seventh Avenue, Suite 1400, Pittsburgh, PA 15219. All future payments are to be mailed to the offices of Weltman, Weinberg & Reis, Co., P.O. Box 5430, Cleveland, OH 44101-0430.

6. In the event of default, each payment received shall be first attributed to costs, interest and then to principal.

7. Time is of the essence of this agreement and should the Defendant fail to have in the hands of Plaintiff or Plaintiff's counsel any payment in full within five (5) calendar days of the stated due date, then Plaintiff shall be immediately free to issue Execution as well as pursue all other remedies, in law or in equity, to collect the full balance of the Judgment entered hereunder plus appropriate additional interest and costs.

8. No act or omission of the Plaintiff, nor of anyone alleged to be acting on its behalf, shall constitute a waiver, estoppel, or any other excuse for non-performance of any duty undertaken by the Defendant in this Stipulation which the parties agree is final and complete.

9. Intending to be legally bound, the parties set their hands and seals this 8th day of Aug,
2008.

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

By: Patrick Thomas Woodman
PATRICK THOMAS WOODMAN, Esquire
PA I.D. #34507
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR No. 6667439

By: Christine A Loughhead
Defendant, CHRISTINE A LOUGHHEAD

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. : 2008-1198-CD

CHRISTINE A LOUGHHEAD

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on _____

Assumpsit Judgment in the amount
of \$1,265.65 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-Pro
 Confession
 Default
 Verdict
 Arbitration
 Award
 By Consent

Prothonotary

CHRISTINE A LOUGHHEAD
801 DECATUR ST
PHILIPSBURG, PA 16866

By: _____
PROTHONOTARY (OR DEPUTY)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Capital One Bank (USA), NA
Plaintiff(s)

No.: 2008-01198-CD

Real Debt: \$1,265.65

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Christine A. Loughhead
Defendant(s)

Entry: \$20.00

Instrument: Consent Judgment

Date of Entry: August 22, 2008

Expires: August 22, 2013

CCOPY

Certified from the record this August 22, 2008



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104350
NO: 08-1198-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK (USA) N.A.

vs.

DEFENDANT: CHRISTINE A. LOUGHHEAD

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3443004	10.00
SHERIFF HAWKINS	WELTMAN	3443004	36.72

5
FILED
01/31/08
OCT 10 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of 2008



Chester A. Hawkins
Sheriff

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

BY: Sarah E. Ehasz, Esquire

I.D. No. 86469

436 Seventh Avenue, Suite 1400

Pittsburgh, PA 15219

Phone: 412.434.7955

Fax: 412.434.7959

File # 6667439

Attorney for Plaintiff(s)

FILED

JUN 11 2012

10:40 AM
William A. Shaw
Prothonotary/Clerk of Courts

1100 AM

ATT

CAPITAL ONE BANK (USA),NA

Plaintiff

CLEARFIELD County
Court of Common Pleas

vs.

NO. 2008-1198-CD

CHRISTINE A LOUGHHEAD

Defendant(s)

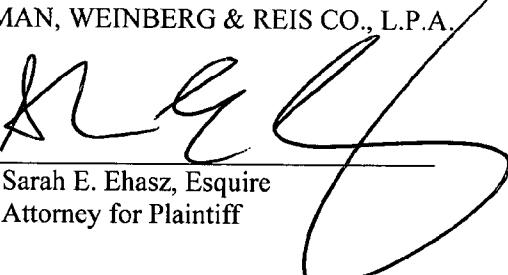
PRAECIPE FOR SATISFACTION OF JUDGMENT

TO THE PROTHONOTARY:

Please kindly Satisfy the Judgment of the above-captioned matter upon the records of the Court and mark the cost paid.

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

By _____


Sarah E. Ehasz, Esquire
Attorney for Plaintiff