

08-1200-CD

Capital One vs Nicholas Lorson et

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff

vs.

NICHOLAS J LORSON  
LISA C LORSON

Defendants

No: 2008-1200-CD


COMPLAINT IN CIVIL ACTION

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  
06667521 C N Pit TSW

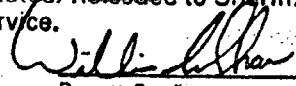
**FILED** ATTY PAID 95.00  
M 1:49 PM GK  
JUN 30 2008 2 Compl. TO  
SHERIFF

William A. Shaw   
Prothonotary/Clerk of Courts

11/23/2009 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

 GK  
Deputy Prothonotary

Dec 18, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
  
Deputy Prothonotary

June 17, 2009 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
 GK  
Deputy Prothonotary

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

CAPITAL ONE BANK (USA), N.A

Plaintiff

vs.

Civil Action No

NICHOLAS J LORSON  
LISA C LORSON

Defendants

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. Defendants are adult individual(s) residing at the address listed below:

NICHOLAS J LORSON  
321 JONES LN  
CLEARFIELD, PA 16830

LISA C LORSON  
321 JONES LN  
CLEARFIELD, PA 16830

3. Defendants applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXX1436 .

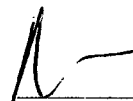
4. Defendants made use of said credit card and has a current balance due of \$4947.13 , as of May 16, 2008 .

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

6. Plaintiff is entitled to the addition of interest at the rate of 28.100% per annum on the unpaid balance from May 16, 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, Defendants have willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendants , NICHOLAS J LORSON AND LISA C LORSON , JOINT AND SE VERALLY , in the amount of \$4947.13 with continuing interest thereon at the rate of 28.100% per annum from May 16, 2008 plus costs.

  
\_\_\_\_\_  
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  
06667521 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.

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

500013

NICHOLAS J LORSON

**YOU'RE BEHIND BY  
6  
PAYMENTS**

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.

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

500013-08503

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$3,368.41	\$0.00	\$78.84	\$40.00	\$3,487.25	\$787.25	Jan. 21, 2007

Nov. 22, 2006 — Dec. 21, 2006

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

**MasterCard Platinum Account**  
5291-1521-2037-1436

**Your Account Information**

TOTAL CREDIT LINE	\$2,700.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$2,700.00
AVAILABLE CREDIT FOR CASH	\$0.00

Your account is six payments behind. If we charge off your account due to late payments, we will report the charged-off status to several national credit bureaus, and the Purchase APR as reflected on this statement will be applied to all your outstanding balances. 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 account and start rebuilding your credit with Capital One.

**\*\*Important Notice\*\*** Under the terms we previously disclosed to you, your account is now eligible for an increase in Annual Percentage Rates (APRs) effective immediately. However, Capital One has elected not to raise your APRs at this time. Please be advised that if you fail to keep your account in good standing, Capital One reserves the right to raise your APRs in the future.

**Finance Charges** (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$2,917.82	0.07712% D	28.15%	\$67.51
Cash	\$489.85	0.07712% D	28.15%	\$11.33

**ANNUAL PERCENTAGE RATE** applied this period: 28.15%

**Payments, Credits & Adjustments**

Transactions	
1 21 DEC PAST DUE FEE	\$35.00
2 21 DEC CAPITAL ONE MONTHLY MEMBER FEE	\$5.00

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

**Send payments to:**  
Capital One Bank • P.O. Box 70884 • Charlotte, NC 28272-0884

**Send inquiries to:**  
Capital One • P.O. Box 30285 • Salt Lake City, UT 84130-0285

Your account is 90 days past due and your Payment Protection coverage has been suspended. As stated in your Payment Protection agreement, your coverage and monthly charge will be reinstated once your account is no longer 90 days past due. You may still be eligible for benefits to be paid to your account for loss events described in your Payment Protection agreement. Call Stonebridge Benefit Services at 1-888-527-6904 to see if your situation qualifies for benefits.

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

**EXHIBIT**

6056

506

1 7 21 061221

PAGE 1 of 1

01BC6056

PLEASE RETURN PORTION BELOW WITH PAYMENT

0 5291152120371436 21 3487250055000787251

**CapitalOne** what's in your wallet?

New Balance	Minimum Payment	Due Date
\$3,487.25	\$787.25	Jan. 21, 2007

PLEASE PAY AT LEAST  
THIS AMOUNT

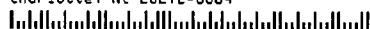
**Amount Enclosed**

**Account Number: 5291-1521-2037-1436**

Please print address or phone number changes below using blue or black ink.

Address \_\_\_\_\_  
Home Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_  
E-mail address \_\_\_\_\_ @ \_\_\_\_\_

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



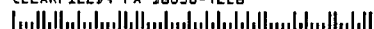
9035604537083466 MAIL ID NUMBER

NICHOLAS J LORSON

LISA C LORSON

321 JONES LN

CLEARFIELD, PA 16830-7226



<p><b>1. How to Avoid a Finance Charge.</b></p> <p><b>† a. Grace Period.</b> You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."</p> <p><b>b. Accruing Finance Charge.</b> 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><b>† c. Minimum Finance Charge.</b> 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><b>† d. Temporary Reduction in Finance Charge.</b> We reserve the right to not assess any or all finance charges for any given billing period.</p> <p><b>2. Average Daily Balance (Including New Purchases).</b> Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions, which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of 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><b>3. Annual Percentage Rates (APR).</b></p> <p><b>a.</b> The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p><b>b.</b> If the code P (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months of January, April, July and October.</p> <p><b>c.</b> 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><b>4. Assessment of Late, Overlimit and Returned Payment Fees.</b> 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><b>† 5. Renewing Your Account.</b> 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><b>6. If You Close Your Account.</b> 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. After your request to close, if you continue to transact or do not cancel preauthorized 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><b>7. Using Your Account.</b> Your card or account cannot be used in connection with any Internet gambling transactions.</p> <p><b>8. Notice About Electronic Check Conversion.</b> 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><b>BILLING RIGHTS SUMMARY</b> (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><b>† 1. Special Rule for Credit Card Purchases</b> If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p><b>† Does not apply to consumer non-credit card accounts</b> <b>† Does not apply to business non-credit card accounts</b> Capital One supports information privacy protection: see our website at <a href="http://www.capitalone.com">www.capitalone.com</a>. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2006 Capital One</p>
--	---	---

TC-08

01BC6056 - 6 - 12/21/06

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

VERIFICATION


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

vs

LORSON, NICHOLAS J

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

M. J. DAVIS  
HENRY COUNTY CLERK  
MY COMMISSION EXPIRES  
OCTOBER 24TH, 2010

5291152120371436

A049

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



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1200-CD

CAPITAL ONE BANK (USA) N.A.

vs

NICHOLAS J. LORSON and LISA C. LORSON  
COMPLAINT

SERVICE # 1 OF 2

SERVE BY: 07/30/2008

HEARING:

PAGE: 104352

DEFENDANT: NICHOLAS J. LORSON  
ADDRESS: 321 JONES LN  
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

House Demo.

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **SERVED** THE WITHIN

COMPLAINT ON NICHOLAS J. LORSON, 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 NICHOLAS J. LORSON

AT (ADDRESS) \_\_\_\_\_

NOW this 15 day of July 2008 AT 3:35 AM / PM PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO NICHOLAS J. LORSON

REASON UNABLE TO LOCATE House Demolished

SWORN TO BEFORE ME THIS

15th DAY OF July 2008  
William A. Shaw cm

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Dep. George F. DeHaven  
Deputy Signature

Dep. George F. DeHaven  
Print Deputy Name

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield PA

**FILED**

JUL 15 2008

07/30/08  
William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S OFFICE  
CLEARFIELD COUNTY  
CASE # 104352**

DEAR NICHOLAS J. LORSON

Would you please contact the Sheriff's Office EXTENSION **1360** concerning legal papers we have for you

When you call, please give your name and the case # noted above (**104352**) and someone in the Office will be able to help you.

Thank you for your consideration in this matter.

SHERIFF CHESTER A. HAWKINS

OFFICE HOURS: 8:30 A.M. to 4:00 P.M.  
PHONE (814) 765-2641

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff

No: 2008-1200-CD

vs.

COMPLAINT IN CIVIL ACTION

NICHOLAS J LORSON  
LISA C LORSON

Defendants

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  
06667521 C N Pit TSW

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

JUN 30 2008

Attest.

*William A. Urban*  
Prothonotary/  
Clerk of Courts

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

CAPITAL ONE BANK (USA), N.A

Plaintiff

vs.

Civil Action No

NICHOLAS J LORSON  
LISA C LORSON

Defendants

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

P

COMPLAINT

1. Plaintiff, CAPITAL ONE BANK (USA), N.A. is a corporation with offices at 15000 CAPITAL ONE DRIVE RICHMOND , VA 23238 .

2. Defendants are adult individual(s) residing at the address listed below:

NICHOLAS J LORSON  
321 JONES LN  
CLEARFIELD, PA 16830

LISA C LORSON  
321 JONES LN  
CLEARFIELD, PA 16830

3. Defendants applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXX1436 .


4. Defendants made use of said credit card and has a current balance due of \$4947.13 , as of May 16, 2008 .

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

6. Plaintiff is entitled to the addition of interest at the rate of 28.100% per annum on the unpaid balance from May 16, 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, Defendants have willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendants , NICHOLAS J LORSON AND LISA C LORSON , JOINT AND SE VERALLY , in the amount of \$4947.13 with continuing interest thereon at the rate of 28.100% per annum from May 16, 2008 plus costs.

  
\_\_\_\_\_  
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  
06667521 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.

NICHOLAS J LORSON

**YOU'RE BEHIND BY**  
**6**  
**PAYMENTS**

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

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.

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

500013-08503

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$3,368.41	\$0.00	\$78.84	\$40.00	\$3,487.25	\$787.25	Jan. 21, 2007

Nov. 22, 2006 — Dec. 21, 2006

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

**MasterCard Platinum Account**  
5291-1521-2037-1436

**Your Account Information**

TOTAL CREDIT LINE	\$2,700.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$2,700.00
AVAILABLE CREDIT FOR CASH	\$0.00

**Finance Charges** (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$2,917.82	0.07712% D	28.15%	\$67.51
Cash	\$489.85	0.07712% D	28.15%	\$11.33

**ANNUAL PERCENTAGE RATE** applied this period: 28.15%

Your account is six payments behind. If we charge off your account due to late payments, we will report the charged-off status to several national credit bureaus, and the Purchase APR as reflected on this statement will be applied to all your outstanding balances. 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 account and start rebuilding your credit with Capital One.

**\*\*Important Notice\*\*** Under the terms we previously disclosed to you, your account is now eligible for an increase in Annual Percentage Rates (APRs) effective immediately. However, Capital One has elected not to raise your APRs at this time. Please be advised that if you fail to keep your account in good standing, Capital One reserves the right to raise your APRs in the future.

**Payments, Credits & Adjustments**

Transactions			
1	21 DEC	PAST DUE FEE	\$35.00
2	21 DEC	CAPITAL ONE MONTHLY MEMBER FEE	\$5.00

Your account is 90 days past due and your Payment Protection coverage has been suspended. As stated in your Payment Protection agreement, your coverage and monthly charge will be reinstated once your account is no longer 90 days past due. You may still be eligible for benefits to be paid to your account for loss events described in your Payment Protection agreement. Call Stonebridge Benefit Services at 1-888-527-6904 to see if your situation qualifies for benefits.

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

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

**Send payments to:**  
Capital One Bank • P.O. Box 70884 • Charlotte, NC 28272-0884

**Send inquiries to:**  
Capital One • P.O. Box 30285 • Salt Lake City, UT 84130-0285

**EXHIBIT**

6056

506

1 7 21 061221

PAGE 1 of 1

01BC6056

PLEASE RETURN PORTION BELOW WITH PAYMENT

0 5291152120371436 21 3487250055000787251

**CapitalOne** what's in your wallet?

New Balance	Minimum Payment	Due Date
\$3,487.25	\$787.25	Jan. 21, 2007

PLEASE PAY AT LEAST  
THIS AMOUNT

Amount Enclosed

**Account Number: 5291-1521-2037-1436**

Please print address or phone number changes below using blue or black ink.

Address \_\_\_\_\_  
Home Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_  
E-mail address \_\_\_\_\_ @ \_\_\_\_\_

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



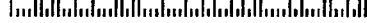
®9035604537063486® MAIL ID NUMBER

NICHOLAS J LORSON

LISA C LORSON

321 JONES LN

CLEARFIELD, PA 16830-7226



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

**1. How to Avoid a Finance Charge.**

**† a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

**b. Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

**† c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.

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

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

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

**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.**

**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.

**† 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.

**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. After your request to close, if you continue to transact or do not cancel preauthorized 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.

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

**8. Notice About Electronic Check Conversion.**

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

**BILLING RIGHTS SUMMARY**

**(In Case of Errors or Questions about Your Bill)**

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

**†, † Special Rule for Credit Card Purchases**

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

**† Does not apply to consumer non-credit card accounts**

**† Does not apply to business non-credit card accounts**

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

Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2006 Capital One

TC-06

O1BC6056 - 6 - 12/21/06

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



VERIFICATION

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

vs

LORSON, NICHOLAS J

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

5291152120371436

A049

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1200-CD

CAPITAL ONE BANK (USA) N.A.

vs

NICHOLAS J. LORSON and LISA C. LORSON  
COMPLAINT

SERVICE # 2 OF 2

SERVE BY: 07/30/2008

HEARING:

PAGE: 104352

**FILED**

DEFENDANT:

LISA C. LORSON

ADDRESS:

321 JONES LN

CLEARFIELD, PA 16830

ALTERNATE ADDRESS

JUL 15 2008

0/3140/1  
William A. Shaw  
Prothonotary/Clerk of Courts

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

House Demo

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **SERVED** THE WITHIN

COMPLAINT ON LISA C. LORSON, 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 LISA C. LORSON

AT (ADDRESS) \_\_\_\_\_

NOW this 15th day of July 2008 AT 3:35 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO LISA C. LORSON

REASON UNABLE TO LOCATE

House Demolished

SWORN TO BEFORE ME THIS

15th DAY OF July 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY

Dep. George F. Deffen  
Deputy Signature

Dep. George F. Deffen  
Print Deputy Name

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA

**SHERIFF'S OFFICE  
CLEARFIELD COUNTY  
CASE # 104352**

DEAR LISA C. LORSON

Would you please contact the Sheriff's Office EXTENSION **1360** concerning legal papers we have for you

When you call, please give your name and the case # noted above (**104352**) and someone in the Office will be able to help you.

Thank you for your consideration in this matter.

SHERIFF CHESTER A. HAWKINS

OFFICE HOURS: 8:30 A.M. to 4:00 P.M.  
PHONE (814) 765-2641

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff

No: 2008-1200-CD

vs.

COMPLAINT IN CIVIL ACTION

NICHOLAS J LORSON  
LISA C LORSON

Defendants

FILED ON BEHALF OF  
Plaintiff

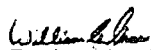
COUNSEL OF RECORD OF  
THIS PARTY:

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  
06667521 C N Pit TSW

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

JUN 30 2008

Attest.

  
Prothonotary/  
Clerk of Courts

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

CAPITAL ONE BANK (USA), N.A

Plaintiff

vs.

Civil Action No

NICHOLAS J LORSON  
LISA C LORSON

Defendants

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. Defendants are adult individual(s) residing at the address listed below:

NICHOLAS J LORSON  
321 JONES LN  
CLEARFIELD, PA 16830

LISA C LORSON  
321 JONES LN  
CLEARFIELD, PA 16830

3. Defendants applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXX1436 .


4. Defendants made use of said credit card and has a current balance due of \$4947.13 , as of May 16, 2008 .

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

6. Plaintiff is entitled to the addition of interest at the rate of 28.100% per annum on the unpaid balance from May 16, 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, Defendants have willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendants , NICHOLAS J LORSON AND LISA C LORSON , JOINT AND SE VERALLY , in the amount of \$4947.13 with continuing interest thereon at the rate of 28.100% per annum from May 16, 2008 plus costs.

  
\_\_\_\_\_  
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  
06667521 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><b>1. How to Avoid a Finance Charge.</b></p> <p><b>† a. Grace Period.</b> You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."</p> <p><b>b. Accruing Finance Charge.</b> 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><b>† c. Minimum Finance Charge.</b> 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><b>† d. Temporary Reduction in Finance Charge.</b> We reserve the right to not assess any or all finance charges for any given billing period.</p> <p><b>2. Average Daily Balance (Including New Purchases).</b> Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions, which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of 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><b>3. Annual Percentage Rates (APR).</b></p> <p><b>a.</b> The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p><b>b.</b> If the code P (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months of January, April, July and October.</p> <p><b>c.</b> 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><b>4. Assessment of Late, Overlimit and Returned Payment Fees.</b> 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><b>† 5. Renewing Your Account.</b> 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><b>6. If You Close Your Account.</b> 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. After your request to close, if you continue to transact or do not cancel preauthorized 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><b>7. Using Your Account.</b> Your card or account cannot be used in connection with any Internet gambling transactions.</p> <p><b>8. Notice About Electronic Check Conversion.</b> 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><b>BILLING RIGHTS SUMMARY</b> (In Case of Errors or Questions about Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p><b>† 1. Special Rule for Credit Card Purchases</b> If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p><b>† Does not apply to consumer non-credit card accounts</b> <b>† Does not apply to business non-credit card accounts</b> Capital One supports information privacy protection: see our website at <a href="http://www.capitalone.com">www.capitalone.com</a>. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2006 Capital One</p>
--	---	--

TC-08

O1BC6056 - 6 - 12/21/06

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

VERIFICATION


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

vs

LORSON, NICHOLAS J

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

5291152120371436

A049

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104352  
NO: 08-1200-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK (USA) N.A.  
vs.  
DEFENDANT: NICHOLAS J. LORSON and LISA C. LORSON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3454623	20.00
SHERIFF HAWKINS	WELTMAN	3454623	21.00

<sup>S</sup>  
**FILED**  
09/30/08  
OCT 10 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

FILED <sup>FD</sup>

DEC 18 2008

m/11:50/2

William A. Shaw  
Prothonotary/Clerk of Courts

1 cent w/REINSTATE

COMPLAINT

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

NICHOLAS J LORSON

Defendant

No. : 2008-1200-CD

PRAECIPE TO REINSTATE COMPLAINT

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#6667521

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. : 2008-1200-CD


NICHOLAS J LORSON

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

WWR #6667521

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

DEC 18 2008

Attest.

*William A. H.*  
Prothonotary/  
Clerk of Courts

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff

No: 2008-1200-CO

vs.

COMPLAINT IN CIVIL ACTION

NICHOLAS J LORSON  
LISA C LORSON

Defendants

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  
06667521 C N Pit TSW

Dec. 18, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*William A. H.*  
Prothonotary

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

CAPITAL ONE BANK (USA), N.A

Plaintiff

vs.

Civil Action No

NICHOLAS J LORSON  
LISA C LORSON

Defendants

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. Defendants are adult individual(s) residing at the address listed below:

NICHOLAS J LORSON  
321 JONES LN  
CLEARFIELD, PA 16830

LISA C LORSON  
321 JONES LN  
CLEARFIELD, PA 16830

3. Defendants applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXX1436 .

4. Defendants made use of said credit card and has a current balance due of \$4947.13 , as of May 16, 2008 .

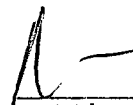
5. Defendants are in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

6. Plaintiff is entitled to the addition of interest at the rate of 28.100% per annum on the unpaid balance from May 16, 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, Defendants have willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendants , NICHOLAS J LORSON AND LISA C LORSON , JOINT AND SE VERALLY , in the amount of \$4947.13 with continuing interest thereon at the rate of 28.100% per annum from May 16, 2008 plus costs.

  
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  
06667521 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.



NICHOLAS J LORSON

**YOU'RE BEHIND BY**  
**6**  
**PAYMENTS**

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

500013

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.

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

500013-08503

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$3,368.41	\$0.00	\$78.84	\$40.00	\$3,487.25	\$787.25	Jan. 21, 2007

Nov. 22, 2006 — Dec. 21, 2006

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

**MasterCard Platinum Account**  
5291-1521-2037-1436

### Your Account Information

TOTAL CREDIT LINE	\$2,700.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$2,700.00
AVAILABLE CREDIT FOR CASH	\$0.00

Your account is six payments behind. If we charge off your account due to late payments, we will report the charged-off status to several national credit bureaus, and the Purchase APR as reflected on this statement will be applied to all your outstanding balances. 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 account and start rebuilding your credit with Capital One.

**\*\*Important Notice\*\*** Under the terms we previously disclosed to you, your account is now eligible for an increase in Annual Percentage Rates (APRs) effective immediately. However, Capital One has elected not to raise your APRs at this time. Please be advised that if you fail to keep your account in good standing, Capital One reserves the right to raise your APRs in the future.

Finance Charges (Please see reverse for important information)				
	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$2,917.82	0.07712% D	28.15%	\$67.51
Cash	\$489.85	0.07712% D	28.15%	\$11.33
ANNUAL PERCENTAGE RATE applied this period: 28.15%				

### Payments, Credits & Adjustments

#### Transactions

1	21 DEC	PAST DUE FEE	\$35.00
2	21 DEC	CAPITAL ONE MONTHLY MEMBER FEE	\$5.00

Your account is 90 days past due and your Payment Protection coverage has been suspended. As stated in your Payment Protection agreement, your coverage and monthly charge will be reinstated once your account is no longer 90 days past due. You may still be eligible for benefits to be paid to your account for loss events described in your Payment Protection agreement. Call Stonebridge Benefit Services at 1-888-527-6904 to see if your situation qualifies for benefits.

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

**EXHIBIT**

6056 506

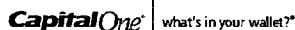
1 7 21 061221

PAGE 1 of 1

01BC5056

PLEASE RETURN PORTION BELOW WITH PAYMENT

0 5291152120371436 21 3487250055000787251

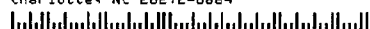


New Balance	Minimum Payment	Due Date
\$3,487.25	\$787.25	Jan. 21, 2007

PLEASE PAY AT LEAST  
THIS AMOUNT

Amount Enclosed

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



Account Number: 5291-1521-2037-1436

Please print address or phone number changes below using blue or black ink.

Address

Home Phone

Alternate Phone

E-mail address

@

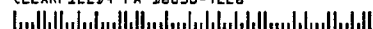
•9035604537063466• MAIL ID NUMBER

NICHOLAS J LORSON

LISA C LORSON

321 JONES LN

CLEARFIELD, PA 16830-7226



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

1. **How to Avoid a Finance Charge.**
  - a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance."
  - b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
  - c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.
  - d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Average Daily Balance (Including New Purchases).** Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions, which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of 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 or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.
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 (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months of January, April, July and October.
  - 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.
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.
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.
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. After your request to close, if you continue to transact or do not cancel preauthorized 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.
7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.
8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

#### BILLING RIGHTS SUMMARY

##### (In Case of Errors or Questions about Your Bill)

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

##### ‡, † Special Rule for Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2006 Capital One

TC-08

O1BC0656 - 6 - 12/21/06

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

VERIFICATION

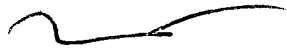
CAPITAL ONE BANK (USA), N.A., successor-in-interest to Capital One Bank

vs

LORSON, NICHOLAS J

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

5291152120371436

A049

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1200-CD

CAPITAL ONE BANK (USA), N.A.

VS

NICHOLAS J. LORSON, LISA C. LORSON

SERVICE # 1 OF 2

PRAECIPE & COMPLAINT

SERVE BY: 01/17/2009

HEARING:

PAGE: 105076

DEFENDANT: NICHOLAS J. LORSON  
ADDRESS: 1211 CLEARFIELD  
CLEARFIELD, PA 16830

12-2208 per atty Try: 321 Jones Lane  
CIFd. PA

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

No such address

SHERIFF'S RETURN

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN

PRAECIPE & COMPLAINT ON NICHOLAS J. LORSON, 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

PRAECIPE & COMPLAINT FOR NICHOLAS J. LORSON

AT (ADDRESS) \_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk of Courts

FILED

01/13/2009  
JAN 15 2009  
(LM)

NOW ~~01/15/09~~ AT 330 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO NICHOLAS J. LORSON

REASON UNABLE TO LOCATE NOT FOUND

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

*S. Hunter*  
Deputy Signature

Print Deputy Name

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

DEC 18 2008

Attest.

  
William A. Brown  
Prothonotary/  
Clerk of Courts

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

NICHOLAS J LORSON

Defendant

No. : 2008-1200-CD

PRAECIPE TO REINSTATE COMPLAINT

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#6667521

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. : 2008-1200-CD

NICHOLAS J LORSON

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

PA I.D. #42524

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #6667521

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

DEC 18 2008

Attest.

*William E. Hines*  
Prothonotary/  
Clerk of Courts

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff

No: 2008-1200-CN

vs.

COMPLAINT IN CIVIL ACTION

NICHOLAS J LORSON  
LISA C LORSON

Defendants

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  
06667521 C N Pit TSW

Dec. 18, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*[Signature]*  
Deputy Prothonotary



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

CAPITAL ONE BANK (USA), N.A

Plaintiff

vs.

Civil Action No

NICHOLAS J LORSON  
LISA C LORSON

Defendants

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. Defendants are adult individual(s) residing at the address listed below:

NICHOLAS J LORSON  
321 JONES LN  
CLEARFIELD, PA 16830

LISA C LORSON  
321 JONES LN  
CLEARFIELD, PA 16830

3. Defendants applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXX1436 .

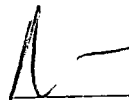
4. Defendants made use of said credit card and has a current balance due of \$4947.13 , as of May 16, 2008 .

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

6. Plaintiff is entitled to the addition of interest at the rate of 28.100% per annum on the unpaid balance from May 16, 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, Defendants have willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendants , NICHOLAS J LORSON AND LISA C LORSON , JOINT AND SE VERALLY , in the amount of \$4947.13 with continuing interest thereon at the rate of 28.100% per annum from May 16, 2008 plus costs.

  
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  
06667521 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.

**CapitalOne**  
what's in your wallet?

NICHOLAS J LORSON

**YOU'RE BEHIND BY**  
**6**  
**PAYMENTS**

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

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.

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

500013-08503

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$3,368.41	\$0.00	\$78.84	\$40.00	\$3,487.25	\$787.25	Jan. 21, 2007

Nov. 22, 2006 — Dec. 21, 2006

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

MasterCard Platinum Account  
5291-1521-2037-1436

### Your Account Information

TOTAL CREDIT LINE	\$2,700.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$2,700.00
AVAILABLE CREDIT FOR CASH	\$0.00

Finance Charges (Please see reverse for important information)				
	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$2,917.82	0.07712% D	28.15%	\$67.51
Cash	\$489.85	0.07712% D	28.15%	\$11.33
ANNUAL PERCENTAGE RATE applied this period: 28.15%				

Your account is six payments behind. If we charge off your account due to late payments, we will report the charged-off status to several national credit bureaus, and the Purchase APR as reflected on this statement will be applied to all your outstanding balances. 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 account and start rebuilding your credit with Capital One.

**\*\*Important Notice\*\*** Under the terms we previously disclosed to you, your account is now eligible for an increase in Annual Percentage Rates (APRs) effective immediately. However, Capital One has elected not to raise your APRs at this time. Please be advised that if you fail to keep your account in good standing, Capital One reserves the right to raise your APRs in the future.

### Payments, Credits & Adjustments

#### Transactions

1	21 DEC	PAST DUE FEE	\$35.00
2	21 DEC	CAPITAL ONE MONTHLY MEMBER FEE	\$5.00

Your account is 90 days past due and your Payment Protection coverage has been suspended. As stated in your Payment Protection agreement, your coverage and monthly charge will be reinstated once your account is no longer 90 days past due. You may still be eligible for benefits to be paid to your account for loss events described in your Payment Protection agreement. Call Stonebridge Benefit Services at 1-888-527-6904 to see if your situation qualifies for benefits.

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

**EXHIBIT**

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

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

Send inquiries to:  
Capital One · P.O. Box 30285 · Salt Lake City, UT 84130-0285

6056

506

1 7 21 061221

PAGE 1 of 1

01BC6056

PLEASE RETURN PORTION BELOW WITH PAYMENT

0 5291152120371436 21 3487250055000787251

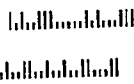
**CapitalOne** what's in your wallet?

New Balance	Minimum Payment	Due Date
\$3,487.25	\$787.25	Jan. 21, 2007

PLEASE PAY AT LEAST  
THIS AMOUNT

Amount Enclosed

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

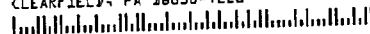


Account Number: 5291-1521-2037-1436

Please print address or phone number changes below using blue or black ink.

Address \_\_\_\_\_  
Home Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_  
E-mail address \_\_\_\_\_ @ \_\_\_\_\_

\*9035604537083486\* MAIL ID NUMBER  
NICHOLAS J LORSON  
LISA C LORSON  
321 JONES LN  
CLEARFIELD, PA 16830-7226



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

**1. How to Avoid a Finance Charge.**

† a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

† c. **Minimum Finance Charge.** For each billing period that your Account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.

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

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

Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balances 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

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.

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

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.

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.

† 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.

5. **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. After your request to close, if you continue to transact or do not cancel preauthorized 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.

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

**8. Notice About Electronic Check Conversion.**

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

**BILLING RIGHTS SUMMARY**

(In Case of Errors or Questions about Your Bill)

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

† 1. **Special Rule for Credit Card Purchases**

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2005 Capital One

TC-08

018C6056 - 6 - 12/21/06

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

VERIFICATION


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

vs

LORSON, NICHOLAS J

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

5291152120371436

A049

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1200-CD

CAPITAL ONE BANK (USA), N.A.

vs

NICHOLAS J. LORSON, LISA C. LORSON

PRAECIPE & COMPLAINT

SERVICE # 2 OF 2

SERVE BY: 01/17/2009

HEARING:

PAGE: 105076

DEFENDANT:

LISA C. LORSON

ADDRESS:

1211 CLEARFEILD

CLEARFIELD, PA 16830

1d-22.05 per atty try 321 Jones Ln.  
Clearfield PA

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

No such address

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN

PRAECIPE & COMPLAINT ON LISA C. LORSON, 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

PRAECIPE & COMPLAINT FOR LISA C. LORSON

AT (ADDRESS) \_\_\_\_\_

**FILED**

01/13/2009

JAN 15 2009

William A. Shaw  
Prothonotary/Clerk of Courts

NOW 1-15-09 AT 330 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO LISA C. LORSON

REASON UNABLE TO LOCATE

NOT FOUND

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

*[Signature]*  
Deputy Signature

S. Hunter  
Print Deputy Name

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

DEC 18 2008

Attest.

*William A. Brown*  
Prothonotary/  
Clerk of Courts

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

*Lisa C.* LORSON

Defendant

No. : 2008-1200-CD

PRAECIPE TO REINSTATE COMPLAINT

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#6667521



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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. : 2008-1200-CD

Lisa C. LORSON

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

PA I.D. #42924

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #6667521

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

DEC 18 2008

Attest.

*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: 2008-1200-CD

vs.

COMPLAINT IN CIVIL ACTION

NICHOLAS J LORSON  
LISA C LORSON

Defendants

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  
06667521 C N Pit TSW

**FILED**  
11:49 P.M.  
JUN 30 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Dec 18, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*William A. Shaw*  
Deputy Prothonotary

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

CAPITAL ONE BANK (USA), N.A

Plaintiff  
vs.

Civil Action No

NICHOLAS J LORSON  
LISA C LORSON

Defendants

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. Defendants are adult individual(s) residing at the address listed below:  
  
NICHOLAS J LORSON  
321 JONES LN  
CLEARFIELD, PA 16830  
  
LISA C LORSON  
321 JONES LN  
CLEARFIELD, PA 16830
3. Defendants applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXX1436 .
4. Defendants made use of said credit card and has a current balance due of \$4947.13 , as of May 16, 2008 .
5. Defendants are in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.
6. Plaintiff is entitled to the addition of interest at the rate of 28.100% per annum on the unpaid balance from May 16, 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, Defendants have willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendants , NICHOLAS J LORSON AND LISA C LORSON , JOINT AND SE VERALLY , in the amount of \$4947.13 with continuing interest thereon at the rate of 28.100% per annum from May 16, 2008 plus costs.

  
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  
06667521 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.

**Capital One**

what's in your wallet?

NICHOLAS J LORSON

**YOU'RE BEHIND BY**

**6**

**PAYMENTS**

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

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.

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

503013-01503

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$3,368.41	\$0.00	\$78.84	\$40.00	\$3,487.25	\$787.25	Jan. 21, 2007

Nov. 22, 2006 — Dec. 21, 2006

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

MasterCard Platinum Account  
5291-1521-2037-1436

Your Account Information

TOTAL CREDIT LINE	\$2,700.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$2,700.00
AVAILABLE CREDIT FOR CASH	\$0.00

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$2,917.82	0.07712% D	28.15%	\$87.51
Cash	\$469.55	0.07712% D	28.15%	\$11.33

ANNUAL PERCENTAGE RATE applied this period: 28.15%

Your account is six payments behind. If we charge off your account due to late payments, we will report the charged-off status to several national credit bureaus, and the Purchase APR as reflected on this statement will be applied to all your outstanding balances. 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 account and start rebuilding your credit with Capital One.

"Important Notice" Under the terms we previously disclosed to you, your account is now eligible for an increase in Annual Percentage Rates (APRs) effective immediately. However, Capital One has elected not to raise your APRs at this time. Please be advised that if you fail to keep your account in good standing, Capital One reserves the right to raise your APRs in the future.

### Payments, Credits & Adjustments

Transactions	
1 21 DEC FAST DUE FEE	\$35.00
2 21 DEC CAPITAL ONE MONTHLY MEMBER FEE	\$5.00

Your account is 90 days past due and your Payment Protection coverage has been suspended. As stated in your Payment Protection agreement, your coverage and monthly charge will be reinstated once your account is no longer 90 days past due. You may still be eligible for benefits to be paid to your account for loss events described in your Payment Protection agreement. Call Stonebridge Benefit Services at 1-888-627-6004 to see if your situation qualifies for benefits.

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

# EXHIBIT

5056

506

1 7 22 081221

PAGE 1 of 1

01BC6086

PLEASE RETURN PORTION BELOW WITH PAYMENT

0 5291152120371436 21 3487250035000787251

**Capital One**

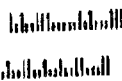
what's in your wallet?

New Balance	Minimum Payment	Due Date
\$3,487.25	\$787.25	Jan. 21, 2007

PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed

Capital One Bank  
P.O. Box 70881  
Charlotte, NC 28272-0881



Account Number: 5291-1521-2037-1436

Please print address or phone number change below using blue or black ink.

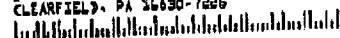
Address

Home Phone

Alternate Phone

Email address

90356045370634664 MAIL ID NUMBER  
NICHOLAS J LORSON  
LISA C LORSON  
921 JONES LN  
CLEARFIELD, PA 16630-7286



- 1. How to Avoid a Finance Charge.**
- a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special financing. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- b. Avoiding Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you do not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. Minimum Finance Charge.** For each billing period that your Account is subject to a finance charge, a minimum total FINANCE CHARGE of \$5.00 will be imposed.
- d. Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
- 2. Average Daily Balance (including New Purchases).** Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advances, purchases, special transfers and special purchases) by the corresponding daily periodic rate that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous daily balance for that segment. We then divide any payments or credits posted as of that day that are allocated to that segment. This gives us the average daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions, which post to your purchases or special purchases segments are not added to the daily balance. We calculate the average daily balance by adding up 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 or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.
- 3. Annual Percentage Rate (APR).**
- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.**
- b. In the case of (Quarterly Prime), (Quarterly LIBOR), (Quarterly CD), or (Bankcard Prime) appears on the front of this statement, the periodic rate, the periodic rate 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, 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 of January, April, July and October.**
- c. If the rate is (Monthly Prime), (Monthly LIBOR), or (Treasury LIBOR) appears on the front of your statement, the periodic rate, the periodic rate 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, 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.** 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 your statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have each fee credited to you if you closed your account without having to pay this membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (including the membership fee) prior to the end of the 30-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 device(s), cancel all pending/billed bills and debts using your account. After your request to close, if you continue to transact or do not cancel preauthorized 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 non-refundable fees you have authorized, finance charges, past due fees, overdraft 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 if they are assessed 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.
- 7. Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
- 8. Rights 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.
- 9. BILLING RIGHTS SUMMARY**  
(In Case of Errors or Questions about Your Bill)  
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the alleged 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.
- 10. 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 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 billing address. If we can or observe the merchant, or if we mailed you the merchandise for the property or services, all purchases are covered regardless of amount or location of purchase. Please remember to sign all correspondence.
- 11. Does not apply to consumer non-credit card accounts**  
**12. Does not apply to business non-credit card accounts**  
Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com).  
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2008 Capital One

TC-03

018C6036 - 6 - 12/2/06

**Important Notice:** Payments you mail to us will be credited to your account on the business day we receive it, provided (1) you send the bottom portion of this statement and your check to the correct remittance address and (2) your payment is received in our processing center by 5 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 form bearing not be credited to us if they're made from. Our business days are Monday through Saturday, excluding holidays. Please do not use the check, paper copy, or when preparing your payment. 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 account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

VERIFICATION

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

vs

LORSON, NICHOLAS J

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

5291152120371436

A049

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



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105076  
NO: 08-1200-CD  
SERVICES 2  
PRAECIPE & COMPLAINT

PLAINTIFF: CAPITAL ONE BANK (USA), N.A.  
vs.  
DEFENDANT: NICHOLAS J. LORSON, LISA C. LORSON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8798594	20.00
SHERIFF HAWKINS	WELTMAN	8798594	12.42

**FILED**  
9/3:26 PM  
MAR 26 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2009

So Answers,



Chester A. Hawkins  
Sheriff

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

CAPITAL ONE BANK (USA), NA

Plaintiff

No. 2008-1200-CD

vs.

PRAECIPE TO REINSTATE COMPLAINT

NICHOLAS J LORSON and  
LISA C LORSON

Defendant(s)

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#6667521

FILED  
7/11:29 AM  
JUN 17 2009

William A. Shaw  
Prothonotary/Clerk of Courts

Att'y pd. 7.00  
ICC #1 Compl.  
Reinstated  
to Sheriff  
(31)

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 2008-1200-CD

NICHOLAS J LORSON and  
LISA C LORSON

Defendant(s)

**PRAECIPE TO REINSTATE COMPLAINT**

Kindly reinstate the Complaint in the above captioned matter.

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

By: 

James C. Warmbrodt, Esquire

PA ID #42524

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #6667521

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

CAPITAL ONE BANK (USA), N.A

Plaintiff

No:

vs.

COMPLAINT IN CIVIL ACTION

NICHOLAS J LORSON  
LISA C LORSON

Defendants

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  
06667521 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

NICHOLAS J LORSON  
LISA C LORSON

Defendants

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. Defendants are adult individual(s) residing at the address listed below:

NICHOLAS J LORSON  
321 JONES LN  
CLEARFIELD, PA 16830

LISA C LORSON  
321 JONES LN  
CLEARFIELD, PA 16830

3. Defendants applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXX1436 .


4. Defendants made use of said credit card and has a current balance due of \$4947.13 , as of May 16, 2008 .

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

6. Plaintiff is entitled to the addition of interest at the rate of 28.100% per annum on the unpaid balance from May 16, 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, Defendants have willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendants , NICHOLAS J LORSON AND LISA C LORSON , JOINT AND SE VERALLY , in the amount of \$4947.13 with continuing interest thereon at the rate of 28.100% per annum from May 16, 2008 plus costs.

  
\_\_\_\_\_  
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  
06667521 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.

Capital One

what's in your wallet?

NICHOLAS J LORSON

**YOU'RE BEHIND BY**  
**6**  
**PAYMENTS**

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

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.

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

500013-08503

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$3,368.41	\$0.00	\$78.84	\$40.00	\$3,487.25	\$787.25	Jan. 21, 2007

Nov. 22, 2006 — Dec. 21, 2006

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

MasterCard Platinum Account  
5291-1521-2037-1436

### Your Account Information

TOTAL CREDIT LINE	\$2,700.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$2,700.00
AVAILABLE CREDIT FOR CASH	\$0.00

### Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$2,917.82	0.07712% D	28.15%	\$67.51
Cash	\$489.85	0.07712% D	28.15%	\$11.33
ANNUAL PERCENTAGE RATE applied this period:				28.15%

Your account is six payments behind. If we charge off your account due to late payments, we will report the charged-off status to several national credit bureaus, and the Purchase APR as reflected on this statement will be applied to all your outstanding balances. 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 account and start rebuilding your credit with Capital One.

**\*\*Important Notice\*\*** Under the terms we previously disclosed to you, your account is now eligible for an increase in Annual Percentage Rates (APRs) effective immediately. However, Capital One has elected not to raise your APRs at this time. Please be advised that if you fail to keep your account in good standing, Capital One reserves the right to raise your APRs in the future.

### Payments, Credits & Adjustments

Transactions	
1 21 DEC PAST DUE FEE	\$35.00
2 21 DEC CAPITAL ONE MONTHLY MEMBER FEE	\$5.00

Your account is 90 days past due and your Payment Protection coverage has been suspended. As stated in your Payment Protection agreement, your coverage and monthly charge will be reinstated once your account is no longer 90 days past due. You may still be eligible for benefits to be paid to your account for loss events described in your Payment Protection agreement. Call Stonebridge Benefit Services at 1-888-527-6904 to see if your situation qualifies for benefits.

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

**EXHIBIT**

6056

506

1 7 21 061221

PAGE 1 of 1

01BC6056

PLEASE RETURN PORTION BELOW WITH PAYMENT

0 5291152120371436 21 3487250055000787251

Capital One

what's in your wallet?

New Balance	Minimum Payment	Due Date
\$3,487.25	\$787.25	Jan. 21, 2007

PLEASE PAY AT LEAST  
THIS AMOUNT

Amount Enclosed

Capital One Bank  
P.O. Box 70864  
Charlotte, NC 28272-0864



Account Number: 5291-1521-2037-1436

Please print address or phone number changes below using blue or black ink.

Address

Home Phone

Alternate Phone

E-mail address

@

\*9035604537083486# MAIL ID NUMBER

NICHOLAS J LORSON

LISA C LORSON

321 JONES LN

CLEARFIELD, PA 16830-7226





**1. How to Avoid a Finance Charge.**

**a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

**b. Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

**c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.

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

**2. Average Daily Balance (Including New Purchases).** Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous days' 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

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.

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

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.

**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.

**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.

**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. After your request to close, if you continue to transact or do not cancel preauthorized 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.

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

**8. Notice About Electronic Check Conversion.**

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

**BILLING RIGHTS SUMMARY**

(In Case of Errors or Questions about Your Bill)

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

**t. Special Rule for Credit Card Purchases**

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2006 Capital One

TC-08

01BC6056 - 6 - 12/21/06

**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 return envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you 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 account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.


VERIFICATION


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

vs

LORSON, NICHOLAS J

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

5291152120371436

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. 2008-1200-CD

vs.

PRAECIPE TO REINSTATE COMPLAINT

NICHOLAS J LORSON and  
LISA C LORSON

Defendant(s)

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#6667521 REA

<sup>66</sup>  
**FILED** *Any pd.*  
*m 12:00* *7.00*  
**NOV 23 2009** *2cc 2 Compl.*  
*S* William A. Shaw *Reinstated*  
Prothonotary/Clerk of Courts *to Sheriff*  
*1cc 2 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. 2008-1200-CD

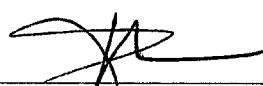
NICHOLAS J LORSON and  
LISA C LORSON

Defendant(s)

**PRAECIPE TO REINSTATE COMPLAINT**

Kindly reinstate the Complaint in the above captioned matter.

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

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

WWR #6667521

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff

vs.

NICHOLAS J LORSON  
LISA C LORSON

Defendants

No: 08-1200-CD

COMPLAINT IN CIVIL ACTION

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  
06667521 C N Pit TSW

6/17/09 Document  
Reinstated/~~Released to Sheriff/Attorney~~  
for service. *Willi [Signature]*  
~~Deputy Prothonotary~~

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

CAPITAL ONE BANK (USA), N.A

Plaintiff

vs.

Civil Action No

NICHOLAS J LORSON  
LISA C LORSON

Defendants

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. Defendants are adult individual(s) residing at the address listed below:

NICHOLAS J LORSON  
321 JONES LN  
CLEARFIELD, PA 16830

LISA C LORSON  
321 JONES LN  
CLEARFIELD, PA 16830

3. Defendants applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXX1436 .

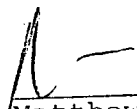
4. Defendants made use of said credit card and has a current balance due of \$4947.13 , as of May 16, 2008 .

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

6. Plaintiff is entitled to the addition of interest at the rate of 28.100% per annum on the unpaid balance from May 16, 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, Defendants have willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendants , NICHOLAS J LORSON AND LISA C LORSON , JOINT AND SE VERALLY , in the amount of \$4947.13 with continuing interest thereon at the rate of 28.100% per annum from May 16, 2008 plus costs.

  
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  
06667521 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.



**CapitalOne**  
what's in your wallet?

NICHOLAS J LORSON

**YOU'RE BEHIND BY**  
**6**  
**PAYMENTS**

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

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.

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

500013-08503

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$3,368.41	\$0.00	\$78.84	\$40.00	\$3,487.25	\$787.25	Jan. 21, 2007

Nov. 22, 2006 — Dec. 21, 2006

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

MasterCard Platinum Account  
5291-1521-2037-1436

## Your Account Information

TOTAL CREDIT LINE	\$2,700.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$2,700.00
AVAILABLE CREDIT FOR CASH	\$0.00

## Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$2,917.82	0.07712% D	28.15%	\$67.51
Cash	\$489.85	0.07712% D	28.15%	\$11.33
ANNUAL PERCENTAGE RATE applied this period:				28.15%

Your account is six payments behind. If we charge off your account due to late payments, we will report the charged-off status to several national credit bureaus, and the Purchase APR as reflected on this statement will be applied to all your outstanding balances. 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 account and start rebuilding your credit with Capital One.

**\*\*Important Notice\*\*** Under the terms we previously disclosed to you, your account is now eligible for an increase in Annual Percentage Rates (APRs) effective immediately. However, Capital One has elected not to raise your APRs at this time. Please be advised that if you fail to keep your account in good standing, Capital One reserves the right to raise your APRs in the future.

## Payments, Credits & Adjustments

Transactions	
1 21 DEC PAST DUE FEE	\$35.00
2 21 DEC CAPITAL ONE MONTHLY MEMBER FEE	\$5.00

Your account is 90 days past due and your Payment Protection coverage has been suspended. As stated in your Payment Protection agreement, your coverage and monthly charge will be reinstated once your account is no longer 90 days past due. You may still be eligible for benefits to be paid to your account for loss events described in your Payment Protection agreement. Call Stonebridge Benefit Services at 1-888-527-6904 to see if your situation qualifies for benefits.

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

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

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

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

**EXHIBIT**

6056 506

1 7 21 061221

PAGE 1 of 1

01BC6056

PLEASE RETURN PORTION BELOW WITH PAYMENT

0 5291152120371436 21 3487250055000787251

**CapitalOne** what's in your wallet?

New Balance	Minimum Payment	Due Date
\$3,487.25	\$787.25	Jan. 21, 2007

PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed

Account Number: 5291-1521-2037-1436

Please print address or phone number changes below using blue or black ink.

Address \_\_\_\_\_  
Home Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_  
E-mail address \_\_\_\_\_ @ \_\_\_\_\_

\*9035604537083486\* MAIL ID NUMBER

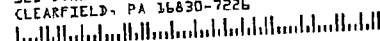
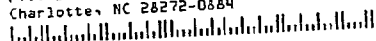
NICHOLAS J LORSON

LISA C LORSON

321 JONES LN

CLEARFIELD, PA 16830-7226

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



<p><b>1. How to Avoid a Finance Charge.</b></p> <p><b>† a. Grace Period.</b> You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".</p> <p><b>b. Accruing Finance Charge.</b> 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><b>† c. Minimum Finance Charge.</b> 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><b>† d. Temporary Reduction in Finance Charge.</b> We reserve the right to not assess any or all finance charges for any given billing period.</p> <p><b>2. Average Daily Balance (including New Purchases).</b> Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions, which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of 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><b>3. Annual Percentage Rates (APR).</b></p> <p><b>a.</b> The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p><b>b.</b> If the code P (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months of January, April, July and October.</p> <p><b>c.</b> 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><b>4. Assessment of Late, Overlimit and Returned Payment Fees.</b> 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><b>† 5. Renewing Your Account.</b> 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><b>6. If You Close Your Account.</b> 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. After your request to close, if you continue to transact or do not cancel preauthorized billing arrangements, we will not cancel preauthorized billing 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><b>7. Using Your Account.</b> Your card or account cannot be used in connection with any Internet gambling transactions.</p> <p><b>8. Notice About Electronic Check Conversion.</b></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><b>BILLING RIGHTS SUMMARY</b> (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><b>†. Special Rule for Credit Card Purchases</b></p> <p>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 not 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><b>1. Does not apply to consumer non-credit card accounts</b> <b>2. Does not apply to business non-credit card accounts</b></p> <p>Capital One supports information privacy protection: see our website at <a href="http://www.capitalone.com">www.capitalone.com</a>.</p> <p>Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2006 Capital One</p>
--	--	---

TC-08

O18C6056 - 6 - 12/21/06

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


VERIFICATION


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

vs

LORSON, NICHOLAS J

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

5291152120371436

A049

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1200-CD

CAPITAL ONE BANK (USA), NA

vs

NICHOLAS J. LORSON and LISA C. LORSON

PRAECIPE & COMPLAINT

SERVICE # 1 OF 2

SERVE BY: 12/22/2009

HEARING:

PAGE: 106494

DEFENDANT: NICHOLAS J. LORSON  
ADDRESS: 1211 WOODLAND RD  
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS

FILED

01:37pm  
NOV 30 2009

William A. Shaw  
Prothonotary/Clerk of Courts  
OCCUPIED

**SHERIFF'S RETURN**

NOW, 11-30-2009 AT 10:33 AM PM SERVED THE WITHIN

PRAECIPE & COMPLAINT ON NICHOLAS J. LORSON, DEFENDANT

BY HANDING TO Nicholas Lorson, Defendant

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

ADDRESS SERVED 1211 WOODLAND RD. Clearfield Pa. 16830

NOW AT AM / PM POSTED THE WITHIN

PRAECIPE & COMPLAINT FOR NICHOLAS J. LORSON

AT (ADDRESS)

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

I MAKE RETURN OF NOT FOUND AS TO NICHOLAS J. LORSON

REASON UNABLE TO LOCATE

SWORN TO BEFORE ME THIS

DAY OF 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Nevins  
Deputy Signature

Jerome M. Nevins  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1200-CD

CAPITAL ONE BANK (USA), NA

vs

NICHOLAS J. LORSON and LISA C. LORSON

PRAECIPE & COMPLAINT

SERVICE # 2 OF 2

SERVE BY: 12/22/2009

HEARING:

PAGE: 106494

DEFENDANT:

LISA C. LORSON

ADDRESS:

1211 WOODLAND RD

CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

ATTEMPTS

**FILED**

01:37pm

NOV 30 2009

OCCUPIED

William A. Shaw

Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, 11-30-2009 AT 10:33 (AM) PM **SERVED** THE WITHIN

PRAECIPE & COMPLAINT ON LISA C. LORSON, DEFENDANT

BY HANDING TO Nicholas Lorson 1 Husband

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

ADDRESS SERVED 1211 WOODLAND RD. Clearfield, Pa. 16830

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **POSTED** THE WITHIN

PRAECIPE & COMPLAINT FOR LISA C. LORSON

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF **NOT FOUND** AS TO LISA C. LORSON

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Nerling

Deputy Signature

Jerome M. Nerling

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 106494  
NO: 08-1200-CD  
SERVICES 2  
PRAECIPE & COMPLAINT

PLAINTIFF: CAPITAL ONE BANK (USA), NA  
VS.  
DEFENDANT: NICHOLAS J. LORSON and LISA C. LORSON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8920831	20.00
SHERIFF HAWKINS	WELTMAN	8920831	17.00

FILED

9/3:05Lm  
APR 23 2010

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2010

So Answers,



Chester A. Hawkins  
Sheriff

FILED *20820.00 PA*  
*18/2/21 un*  
JUN - 1 2010 *ICC & notice to defAS*  
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: 2008-1200-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

NICHOLAS J LORSON  
LISA C LORSON

Defendants

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  
06667521 C N Pit CFR  
Judgment Amount \$6950.72

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 2008-1200-CD

NICHOLAS J LORSON  
LISA C LORSON

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONTARY:

Kindly enter Judgment against the Defendants NICHOLAS J LORSON , LISA C LORSON , above named, in the default of an Answer, in the amount of \$6950.72 computed as follows:

Amount claimed in Complaint	\$4947.13
Less payments / adjustments made	\$0.00
Interest on the remaining principal balance of \$3555.38 from May 16, 2008 to May 18, 2010 @ the interest rate of 28.100% per annum	\$2003.59
Attorney's fees	\$0.00
TOTAL	\$6950.72

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:   
James C. Wambrodt, 42524



06667521 C N Pit CFR

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 Defendants are :

NICHOLAS J LORSON  
1211 WOODLAND RD  
CLEARFIELD, PA 16830

LISA C LORSON  
1211 WOODLAND RD  
CLEARFIELD, PA 16830

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 2008-1200-CD

NICHOLAS J LORSON  
LISA C LORSON

NOTICE OF JUDGMENT OR ORDER

TO:       (    ) Plaintiff  
          (xx) Defendant  
          (    ) Garnishee

You are hereby notified that the following Order of Judgment  
was entered against you on June 1, 2010.

(xx) Assumpsit Judgment in the amount of \$6950.72 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.

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

Prothonotary

By: William L. Lohman  
PROTHONOTARY (OR DEPUTY)

NICHOLAS J LORSON  
1211 WOODLAND RD  
CLEARFIELD, PA 16830

LISA C LORSON  
1211 WOODLAND RD  
CLEARFIELD, PA 16830

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. 2008-1200-CD

NON-MILITARY AFFIDAVIT

NICHOLAS J LORSON  
LISA C LORSON

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 Defendants , NICHOLAS J LORSON , LISA C LORSON , are not in military service.

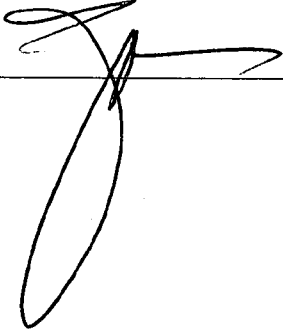
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMSC), which states that the DMDC does not possess any information indicating the individual status.

NICHOLAS J LORSON  
1211 WOODLAND RD  
CLEARFIELD, PA 16830

LISA C LORSON  
1211 WOODLAND RD  
CLEARFIELD, PA 16830

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

AFFIANT



Department of Defense Manpower Data Center

May-19-2010 07:24:01



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
LORSON	NICHOLAS J	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:8JNE3B3I62

Department of Defense Manpower Data Center

May-19-2010 07:24:27



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
LORSON	LISA C	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, 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:M8TS8L0HMI



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

CAPITAL ONE BANK (USA), NA

Plaintiff

Case No. 2008-1200-CD

vs.

NICHOLAS J LORSON  
LISA C LORSON

Defendant

**IMPORTANT NOTICE**

TO:  
NICHOLAS J LORSON  
1211 WOODLAND RD  
CLEARFIELD, PA 16830

Date of Notice: 5/3/10

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  
6667521 N PIT B4I

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

CAPITAL ONE BANK (USA), NA

Plaintiff

Case No. 2008-1200-CD

vs.

NICHOLAS J LORSON  
LISA C LORSON

Defendant

**IMPORTANT NOTICE**

TO:  
LISA C LORSON  
1211 WOODLAND RD  
CLEARFIELD, PA 16830

Date of Notice: 5/3/10


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  
CLEARFILED 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  
6667521 N PIT B4I