

08-1200-CD
Capital One vs Nicholas Lorson et al

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 Att'y PAID 95.00
m 1:49pm GK
JUN 30 2008 a Compl. TO
SHERIFF

William A. Shaw
Prothonotary/Clerk of Courts

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

William A. Shaw GK
Deputy Prothonotary

Dec. 18, 2009 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

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

William A. Shaw 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.



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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.

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. **Acquiring Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to a statement 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 purchases and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any purchases 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. If your account is not closed, it 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 advances 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.

† e. **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.

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

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

Capital One supports information privacy protection: see our website at www.capitalone.com.

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

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. DALE CAVIS
HENRY COUNTY, GEORGIA
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

SERVE BY: 07/30/2008

HEARING:

PAGE: 104352

SERVICE # 1 OF 2

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 Demol.

FILED

JUL 15 2008

13:40 PM
William A. Shaw
Prothonotary/Clerk of Courts

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 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. Dohman
Deputy Signature

Dep. George F. Dohman
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 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-C

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
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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 J. Lohr
Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK (USA), N.A.

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

P

COMPLAINT

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

NICHOLAS J LORSON
321 JONES LN
CLEARFIELD, PA 16830

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

<p>1. How to Avoid a Finance Charge.</p> <p>a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new 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. 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 credit balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p>c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.</p> <p>d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases). Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate 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 on that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions, which post to your purchases or special purchase segments are not added to the daily balance. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply</p>	<p>your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.</p> <p>3. Annual Percentage Rates (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), or S (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>c. If the code D (Monthly Prime), F (Monthly LIBOR), or G (Treasury LIBOR) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. Renewing Your Account. If a membership fee appears on the front of your statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all 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>7. Using Your Account. Your card or account cannot be used in connection with any Internet gambling transactions.</p> <p>8. Notice About Electronic Check Conversion.</p> <p>When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p>BILLING RIGHTS SUMMARY (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 affect 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>T. Special Rule for Credit Card Purchases</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 not to pay the remaining amount due on the property or services. You have this protection only when 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>T. Does not apply to consumer non-credit card accounts</p> <p>T. Does not apply to business non-credit card accounts</p> <p>Capital One supports information privacy protection; see our website at www.capitalone.com.</p> <p>Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2006 Capital One</p>
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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

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

DEFENDANT: LISA C. 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 Demolished

FILED

JUL 15 2008

0 / 3:40 /
William A. Shaw
Prothonotary/Clerk of Courts

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

W.W.

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Dep. George F. Decker
Deputy Signature

Dep. George F. Decker
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.

William E. Chan
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 XXXXXXXXXXXXXXX1436 .
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.

1. How to Avoid a Finance Charge.	7. Using Your Account. Your card or account cannot be used in connection with any Internet gambling transactions.
† 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".	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.
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.	3. Annual Percentage Rates (APR). The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
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.	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 <i>The Wall Street Journal</i> , 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 month of January, April, July and October.
d. Temporary Reduction in Finance Charge. We reserve the right to not assess any new finance charges for any given billing period.	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 <i>The Wall Street Journal</i> , plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
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	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.
3. 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 close your credit card(s) and account access checks, cancel all promotional 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 off 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 subsequently 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.
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.	6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must close your credit card(s) and account access checks, cancel all promotional 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 off 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 subsequently 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.
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.	7. Using Your Account. Your card or account cannot be used in connection with any Internet gambling transactions.
6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must close your credit card(s) and account access checks, cancel all promotional 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 off 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 subsequently 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.	8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.
7. Using Your Account. Your card or account cannot be used in connection with any Internet gambling transactions.	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 of the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.
8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.	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 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.
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 of the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.	11. Does not apply to consumer non-credit card accounts
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 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.	12. Does not apply to business non-credit card accounts
11. Does not apply to consumer non-credit card accounts	Capital One supports information privacy protection: see our website at www.capitalone.com
12. Does not apply to business non-credit card accounts	Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2006 Capital One

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

S
FILED
09:30 AM
OCT 10 2008
LM
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of 2008



Chester A. Hawkins
Sheriff

FILED *FC*

DEC 18 2008

in 11:50 AM
William A. Shaw

Prothonotary/Clerk of Courts

1 cent w/prev. stated

complaint

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

CAPITAL ONE BANK (USA), NA

Plaintiff No. : 2008-1200-CD

vs. PRAEICE TO REINSTATE COMPLAINT

NICHOLAS J LORSON

Defendant 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 L. Chisholm
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-C0

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/Resigned to Sheriff/Attorney
for service. *WL*

County 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.

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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
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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.**

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.

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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%
Cash	\$489.85	0.07712% D	28.15%
ANNUAL PERCENTAGE RATE applied this period: 28.15%			

 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

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
PLEASE RETURN PORTION BELOW WITH PAYMENT

01BC6056

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.

<p>1. How to Avoid a Finance Charge.</p> <p>a. Grace Period. You will have a minimum grace period of 25 days without finance charges on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in full in accordance with the important Notices 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. 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.</p> <p>c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.</p> <p>d. Temporary Reduction in Finance Charge. We reserve the right not to assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (including New Purchases). Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been timely 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 determine 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.</p> <p>3. Annual Percentage Rates (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Quarterly Prime), (Quarterly LIBOR), C (Quarterly CD), or S (Brokered Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months of January, April, July and October.</p> <p>c. If the code D (Monthly Prime), F (Monthly LIBOR), or G (Treasury LIBOR) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. Renewing Your Account. If a membership fee appears on the front of your statement, you have 30 days from the date that statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and no longer 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>7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>8. Notice About Electronic Check Conversion.</p> <p>When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p>BILLING RIGHTS SUMMARY (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>† Special Rule for Credit Card Purchases</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 not to pay the amount owing on the property or services. You have this protection only if the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to consumer non-credit card accounts ‡ Does not apply to business non-credit card accounts</p> <p>Capital One supports information privacy protection: see our website at www.capitalone.com</p> <p>Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2006 Capital One</p>
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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. 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

PRAEICE & COMPLAINT

SERVICE # 1 OF 2

SERVE BY: 01/17/2009

HEARING:

PAGE: 105076

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

12-22-08 per atty Try: 321 Jones Lane
C1Fd, 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

PRAEICE & 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 _____

FILED

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

03:30pm

PRAEICE & COMPLAINT FOR NICHOLAS J. LORSON

JAN 15 2009

AT (ADDRESS) _____

S William A. Shaw

Prothonotary/Clerk of Courts

NOW 1/15/09 AT 3:30 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:

Chester A. Hunter
Deputy Signature

S. Hunter
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. Ober
Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK (USA), NA

Plaintiff

No. : 2008-1200-CD

vs.

PRAECLPTE TO REINSTATE COMPLAINT

NICHOLAS J LORSON

Defendant

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

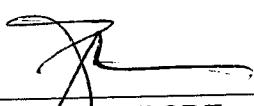
NICHOLAS J LORSON

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 J. Loruso
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.

WL
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 XXXXXXXXXXXXXXX1436 .
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.

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 amount 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 transfer 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 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.
 d. **Assessment of Late, Overlimit and Returned Payment Fees.** Under the terms of your customer agreement, we reserve the right to waive or not assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

4. **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 you 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 to 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 affect 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.

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

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

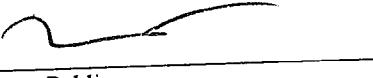
vs

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.

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

DEC 18 2008

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

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

Lisa C. LORSON

Defendant

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. #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 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
PlaintiffCOUNSEL 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 A.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 Civil Action No
vs.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 XXXXXXXXXXXXXXXXX1436 .
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.

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 account purchases, new other charges if you pay your bill in full by the due date, in accordance with the Important Notice for payments, below, and in time for it to be credited by your bank statement, during the grace period on each purchases and credit transfers, 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 applied 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 calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous grace 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" due on the last day of your statement by the next statement closing date, but did not do so within the previous month. Unpaid finance charges are added to the unpaid balance of your Account.

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

d. Non-accrual 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 balances of each segment of your account (e.g., cash advances, purchases, special interest and special purchases) by the corresponding daily periodic rates for each day during the previous 30 days that has been previously disclosed to you. At the end of each day during the billing period, we apply one daily periodic rate (or each segment) to the daily balance of each segment. Then, at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the periodic finance charge for 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 on that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance due on your previous statement in full (or your new balance was zero or a credit amount), any purchases, which paid to your purchases or other purchases segments are not added to the daily balance. We calculate the average daily balance by adding up all of 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. If the code P (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), or S (Standardized) appears on the front of this statement it refers to the monthly rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary from month to month (unless or unless based on the above formulas 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, then to the periodic rates, 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 for each month.

4. Assessment of Late, Non-Interest and Returned Payment Fees: Under the terms of your customer agreement, we reserve the right to waive, or not to assess any fees without notice to you without violating our right to assess the fees under your account's terms of service.

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 or by using our "Customer Renewal" feature 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 any other access codes, cancel all personal checks and cease using your account. After your request to close, if you continue to transact or do not cancel your authorized billing arrangements, we will assess a fee of a charge you authorized to keep your account open. Additionally, your account will not be closed until you pay all amounts you owe us (including any transaction you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account). You are responsible for those 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. Return Checks, Electronic Check Conversion:

When you provide a check as payment, you authorize us either to use information from your check to make a prearranged 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 on the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Cases of Erroneous Charges about Your Bill):

If you think your bill is wrong, or if you need more information on your account bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the date amount of the suspected error, a description of the error or problem, if possible, a possible cause for the error or problem, if you are unclear about, you do not have to pay the 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 complaint, we will not report you as delinquent or take any action to cause you financial difficulty or disruption.

9. Your Right to File a Credit Card Dispute:

a. 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 billing address. (If we own or operate the merchant, or if we mailed you the agreement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

b. Does not apply to consumer non-credit card accounts

c. Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at www.capitalone.com.

Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2005 Capital One Financial Corporation. TC-03

0186096 - 6 - 12/21/05

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 enclosed mail-in envelope and (2) your payment is mailed to us at the processing center by 3 pm, ET (2 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 manner will not be credited to us the day you receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when you mail your payment. When you provide a check as payment, you authorize us either to use information from your check to make a direct 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 # 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
03-26-09
MAR 26 2009
William A. Shaw
Prothonotary/Clerk of Courts
CS

Sworn to Before Me This

So Answers,

Day of 2009

Chester A. Hawkins

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 Atty pd. 7.00
m/11/2009 JUN 17 2009 ICC & Compl.
S William A. Shaw Reinstated
Prothonotary/Clerk of Courts to Sheriff
(6W)

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

CAPITAL ONE BANK (USA),NA

Plaintiff

vs.

Civil Action No. 2008-1200-CD

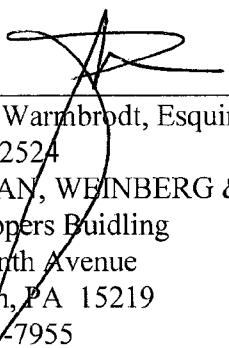
NICHOLAS J LORSON and
LISA C LORSON

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) 431-7955

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.

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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 XXXXXXXXXXXXXXX1436 .
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.

M —

Matthew D. Urban
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Pittsburgh, PA 15219
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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.

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.

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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%
Cash	\$489.85	0.07712% D	28.15%

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 505

1 7 21 061221 PAGE 1 of 1

01BC6056

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

@

#903560453704346# MAIL ID NUMBER

NICHOLAS J LORSON

LISA C LORSON

321 JONES LN

CLEARFIELD, PA 16830-7226

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

<p>1. How to Avoid a Finance Charge.</p> <p>1 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."</p> <p>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. 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Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, new 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>3. Annual Percentage Rates (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), or S (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 April, July and October.</p> <p>c. If the code D (Monthly Prime), F (Monthly LIBOR), or G (Treasury LIBOR) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees. Under the terms of your consumer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. Renewing Your Account. If a membership fee appears on the front of your statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (but not the membership fee) prior to the end of the thirty-day period.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all 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, even though they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed.</p>	<p>7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>8. Notice About Electronic Check Conversion.</p> <p>When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p>BILLING RIGHTS SUMMARY (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>t. Special Rule for Credit Card Purchases</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 pay the remaining amount due on the property or services. You have this protection only when the purchase was made within 60 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>t Does not apply to consumer non-credit card accounts t Does not apply to business non-credit card accounts</p> <p>Capital One supports information privacy protection: see our website at www.capitalone.com.</p> <p>Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2006 Capital One</p>
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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you provide a check as payment, you authorize us 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

60
FILED Atty pd.
Nov 12, 2009 7:00
NOV 23 2009 ACCORD Compl.
S William A. Shaw
Prothonotary/Clerk of Courts
Reinstated to Sheriff
ACCORD 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

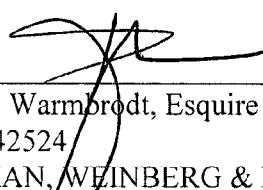
NICHOLAS J LORSON and
LISA C LORSON

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

NO: 08-1200-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

6017109 Document
Reinstated/Released to Sheriff ~~Attorney~~
for service.

Willie H. Hay
Deputy Prothonotary

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff Civil Action No
vs.

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

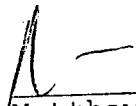
1. Plaintiff, CAPITAL ONE BANK (USA), N.A is a corporation with offices at 15000 CAPITAL ONE DRIVE RICHMOND , VA 23238 .
2. Defendants are adult individual(s) residing at the address listed below:

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 XXXXXXXXXXXXXXX1436 .
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.**

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	\$3,467.25	\$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
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%			

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 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

PLEASE RETURN PORTION BELOW WITH PAYMENT

01BC6056

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

#903560453708346# MAIL ID NUMBER

NICHOLAS J LORSON

LISA C LORSON

321 JONES LN

CLEARFIELD, PA 16830-7226

<p>1. How to Avoid a Finance Charge.</p> <p>1 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."</p> <p>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.</p> <p>1 c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.</p> <p>1 d. Temporary Reduction of Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (including New Purchases). Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and new 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 charges calculated on the previous day's balance for that segment. We then subtract any payments or credits posted on that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions, which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of 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 a minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.</p> <p>3. Annual Percentage Rates (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), or S (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 statements ending in the months of January, April, July and October.</p> <p>c. If the code D (Monthly Prime), F (Monthly LIBOR), or G (Treasury LIBOR) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. Renewing Your Account. If a membership fee appears on the front of your statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you close your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all 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, over-limit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed.</p> <p>7. Using Your Account. Your card or account cannot be used in connection with any Internet gambling transactions.</p> <p>B. Notice About Electronic Check Conversion.</p> <p>When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p>BILLING RIGHTS SUMMARY (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>C. 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.</p> <p>D. Does not apply to consumer non-credit card accounts E. Does not apply to business non-credit card accounts Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 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

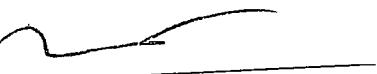
vs

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

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
PRAEICE & 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 OCCUPIED

ATTEMPTS

FILED

01/37cm
NOV 30 2009

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

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

PRAEICE & 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

PRAEICE & 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:


Deputy Signature
Jerome M. Neving
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
PRAEICEPE & 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

01/37cm

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

PRAEICEPE & COMPLAINT ON LISA C. LORSON, DEFENDANT

BY HANDING TO Nicholas Lorson 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

PRAEICEPE & 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. Nevin
Deputy Signature

Jerome M. Nevin

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

03:05pm
APR 23 2010

S
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of _____ 2010



Chester A. Hawkins
Sheriff

10/20/2010 AM
FILED
10/20/2010 ICC & notice
JUN - 1 2010 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

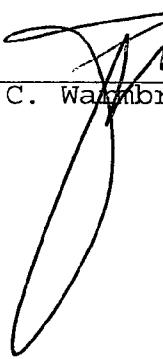
TO THE PROTHONTARY:

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. Warmbrodt, 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
 Defendant
 Garnishee

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

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.
 Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration Award

Prothonotary

By: Willie L. Lash cm
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.

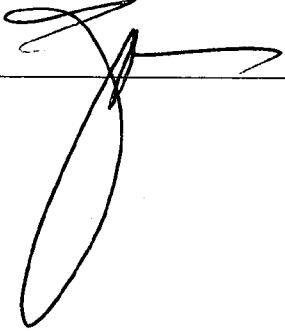
Affiant further states that based upon investigation it is the affiant's belief that the Defendants, NICHOLAS J LORSON, LISA C LORSON, are not in military service.

Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), 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

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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

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LISA C LORSON
1211 WOODLAND RD
CLEARFIELD, PA 16830

Date of Notice: 5/3/10

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COURT ADMINISTRATOR
CLEARFILED COUNTY COURTHOUSE
SECOND & MARKET STREETS
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WELTMAN, WEINBERG & REIS CO., L.P.A.

By: _____

Matthew Urban

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