

08-1270-CD
Capital One vs Koren Garbrick

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

CAPITAL ONE BANK (USA), NA

Plaintiff

No. 2008-1270-CD

vs.

COMPLAINT IN CIVIL ACTION

KOREN GARBRICK

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt,
P.A.I.D. # 42524
Weltman, Weinberg & Reis Co., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412)434-7955
Fax: 412-338-7130

WWR#6193694

FILED
m 11:58a.m GK
JUL 11 2008
William A. Shaw
Prothonotary/Clerk of Courts

Atty PAID 95.00
NO CC
1 Comp. to
SHFF.

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No.

KOREN GARBRICK

Defendant

COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, ext. 50-517

COMPLAINT

1. Plaintiff is a corporation with offices in 15000 CAPITAL ONE DRIVE RICHMOND VA 23238.
2. Defendant is residing at 2601 GRAHAMTON RD MORRISDALE,PA 16858 .
3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 1988 .
4. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of MAY 16 2008, in the amount of \$4,206.21. A true and correct copy of Plaintiff's Statement of Account is attached hereto, marked as Exhibit "1" and made a part hereof.
5. Defendant is in default of the terms of the cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable.
6. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at the rate of 25.90% per annum on the unpaid balance.
7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, KOREN GARBRICK individually, in the amount of \$4,206.21 with continuing finance charges thereon at the rate of 25.90% per annum from MAY 16 2008 plus costs.

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

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

James C. Warmbrodt,
P.A.I.D. # 42524
Weltman, Weinberg & Reis Co., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
Fax: 412-338-7130

WWR#:6193694

CapitalOne

what's in your wallet?

KOREN GARBRICK

**YOU'RE BEHIND BY
6
PAYMENTS**

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

058

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

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

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

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

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058-07754

CapitalOne

PLATINUM VISA ACCOUNT
4862-3623-3982-1988

APR 18 - MAY 17, 2006

Page 1 of 1

6193694

Account Summary

Previous Balance	\$2,579.02
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$55.47
 New Balance	 \$2,669.49
Minimum Amount Due	\$2,669.49
Payment Due Date	June 17, 2006
 Total Credit Line	 \$2,100
Total Available Credit	\$0.00
Credit Line for Cash	\$2,100
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	17 MAY	PAST DUE FEE	\$35.00
---	--------	--------------	---------

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

You were assessed a past due fee of \$35.00 on 05/17/2006 because your minimum payment was not received by the due date of 05/17/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Cnc
Capital One Bank P.O. Box 30285
P.O. Box 790216 SLC, UT 84130-0285
St. Louis, MO 63179-0216

EXHIBIT

58016F

Finance Charges

Please see reverse side for important information

	Balance rate Applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,427.15	.07096%	25.90%	\$51.67
CASH	\$178.58	.07096%	25.90%	\$3.80

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 0 4862362339821988 17 2669490063002669496

New Balance	\$2,669.49
Minimum Amount Due	\$2,669.49
Payment Due Date	June 17, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3623-3982-1988

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

Street	Apartment	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		

058015

#9013810391032230# MAIL ID NUMBER

KOREN GARBRICK
105 WEST BISHOP ST
DELFONPE PA 16820

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

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

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

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is presented to your Account or 3) from the first calendar day of the month following the transaction, 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 balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the payment of your periodic rental is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

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

2. **Accruing Oil Balance (including New Purchases).**

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance; purchase; special transfer; and special purchases) 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 add up 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. (If the daily balance for one segment of your account is zero, then the daily balance for that segment is not added to the daily balance for each segment and 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.) We then add up the "New Balance" shown on your previous statement in full (or if your 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 by the total number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge accrued by statement.

b. If the "New Balance" on the front of this statement next to "Balance Rate Applied To", we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment on day 1, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To", we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rate (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code A (Annual), B (6-mo. APR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*. These changes will be effective on the first day of your billing period covered by your periodic statement ending each month.

4. Annual Percentage Lats, Overlimit and Returned Payment Fees.

Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Request to Close Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must contact 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 can cancel all credit card and account access checks, cancel all purchases of billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to re-open your account. Additionally, your account will not be closed until you pay in full all fees you owe including, any transaction fees you have suffered, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the re-opening of

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

7. Use of Your Account. Your card or account cannot be used in connection with any Internet gambling transaction.

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 it as a regular check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for information 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 of possible ways the error may be 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 write to the bank to pay the remaining amount due on the property or services, and we will protect only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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01LGBAK

VERIFICATION

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

VS

GARBRICK, KOREN

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, UVONDA BROOKS, 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.


UVONDA BROOKS

UVONDA BROOKS

Notary Public

SHASTRA DHARMA

4862362339821988
A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

FILED

JUL 11 2001

William A. Shaw
Prothonotary/Clerk of Court

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1270-CD

CAPITAL ONE BANK (USA), NA
vs
KOREN GARBRICK

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 08/10/2008

HEARING:

PAGE: 104407

DEFENDANT: KOREN GARBRICK
ADDRESS: 2601 GRAHAMTON ROAD
MORRISDALE, PA 16858

*101-4 grandview rd
State College.*

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

FILED

0/3:17 cm

JUL 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 7/22/08 AT 3pm AM / PM SERVED THE WITHIN
COMPLAINT ON KOREN GARBRICK, 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 KOREN GARBRICK

AT (ADDRESS) _____

NOW 7/22/08 AT 3pm AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO KOREN GARBRICK

REASON UNABLE TO LOCATE does not live @ above address

SWORN TO BEFORE ME THIS

____ DAY OF 2008

So Answers: CHESTER A. HAWKINS / SHERIFF

BY:

Chester A. Hawkins
Deputy Signature

S. Hunter
Print Deputy Name

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

CAPITAL ONE BANK (USA), NA

Plaintiff

No. 2008-1270-C

vs.

COMPLAINT IN CIVIL ACTION

KOREN GARBRICK

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt,
P.A.I.D.# 42524
Weltman, Weinberg & Reis Co., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412)434-7955
Fax: 412-338-7130

WWR#6193694

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

JUL 11 2008

Attest.

William L. Lohman
Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No.

KOREN GARBRICK

Defendant

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COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, ext. 50-517

COMPLAINT

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4. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of MAY 16 2008, in the amount of \$4,206.21. A true and correct copy of Plaintiff's Statement of Account is attached hereto, marked as Exhibit "1" and made a part hereof.
5. Defendant is in default of the terms of the cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable.
6. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at the rate of 25.90% per annum on the unpaid balance.
7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, KOREN GARBRICK individually, in the amount of \$4,206.21 with continuing finance charges thereon at the rate of 25.90% per annum from MAY 16 2008 plus costs.

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SHALL BE USED FOR THAT PURPOSE.**

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

James C. Warmbrodt,
P.A.I.D.# 42524
Weltman,Weinberg & Reis Co .,L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412)434-7955
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WWR#:6193694

CapitalOne®

what's in your wallet?™

KOREN GARBRICK

**YOU'RE BEHIND BY
6
PAYMENTS**

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

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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?

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or speak to an associate by calling 1.800.955.6600.

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

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058-07754

CapitalOne®

PLATINUM VISA ACCOUNT
4862-3623-3982-1988

6193694 APR 18 - MAY 17, 2006

Page 1 of 1

Account Summary

Previous Balance	\$2,579.02
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$55.47
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Minimum Amount Due	\$2,669.49
Payment Due Date	June 17, 2006
 Total Credit Line	\$2,100
Total Available Credit	\$0.00
Credit Line for Cash	\$2,100
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	17 MAY	PAST DUE FEE	\$35.00
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Your account is six payments behind. If we charge off your account due to late payments, we will report this to several national credit bureaus which may have a serious impact on your credit record. Act now to prevent this from happening. Please pay the amount due on your statement or give us a call at 1.800.955.6600. We'll work with you so you can take control of your Capital One account and start rebuilding your credit.

You were assessed a past due fee of \$35.00 on 05/17/2006 because your minimum payment was not received by the due date of 05/17/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Bank
Capital One Bank
P.O. Box 790216 Capital One
P.O. Box 30285
St. Louis, MO 63179-0216 SLC, UT 84130-0285

EXHIBIT

59015F

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,427.15	.07096%	25.90%	\$51.67
CASH	\$178.58	.07096%	25.90%	\$3.80

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 4862362339821988 17 2669490063002669496

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

New Balance	\$2,669.49
Minimum Amount Due	\$2,669.49
Payment Due Date	June 17, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3623-3982-1988

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	Cell
Email Address		

#9013810391032230# MAIL ID NUMBER
KOREN GARBRICK
105 WEST BISHOP ST
DELFONPE PA 16820

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

059015

1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days. Without a grace period, new purchases, new service 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 do not pay your "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 included in the periodic statement of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchased segment of your account.

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

2. Average Daily Balance (including New Purchases).

a. The daily 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. We then 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 the new purchases and new transfers which post on 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 the average daily balance by the periodic rate for the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

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

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to 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 January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repaid Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE 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.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Resolving Your Account.** If a membership fee appears on the front of this statement, we have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. If you cancel your account, you may do so 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 devices and stop using your authorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due amounts, and any other fees or charges, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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

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

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use the information on 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 your bill, you may write or call us or fax us a separate letter 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, account number, the amount of the 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 still are obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1. Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have been in good faith trying to resolve the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we sold 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.

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01LGLBAK

VERIFICATION

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

vs

GARBRICK, KOREN

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, UVONDA BROOKS, 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.


UVONDA BROOKS

UVONDA BROOKS



Notary Public

CHAPTER 10

THE FEDERAL BUDGET

4862362339821988
A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104407
NO: 08-1270-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK (USA), NA
vs.
DEFENDANT: KOREN GARBRICK

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8725288	10.00
SHERIFF HAWKINS	WELTMAN	8725288	29.21

4 FILED
0731661
OCT 15 2008
Clerk
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of 2008



Chester A. Hawkins
Sheriff

FILED

OCT 15 2008

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. 2008-1270-CD

VS. PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

KOREN GARBRICK

Defendant **FILED ON BEHALF OF**
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#06193694

FILED 1cc & 1 cert
m/2:00pm of disc issued
MAY 18 2009 to AAG Warmbrodt
William A. Shaw
Notary/Clerk of Courts

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff

vs.

Civil Action No. 2008-1270-CD

KOREN GARBRICK

Defendant

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

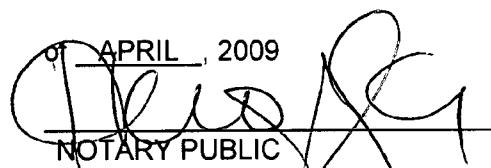
Settle, Discontinue and End the above-captioned matter upon the records of the Court without prejudice to refile and mark the costs paid.

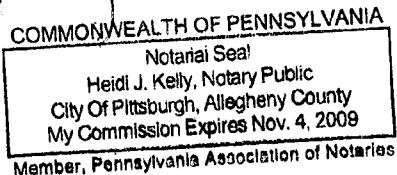
WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
Attorney for Plaintiff
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06193694

SWORN TO AND SUBSCRIBED

before me this 29th day

of APRIL, 2009

NOTARY PUBLIC



FILED

MAY 18 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Capital One Bank (USA), NA

Vs. No. 2008-01270-CD
Koren Garbrick

CERTIFICATE OF DISCONTINUATION

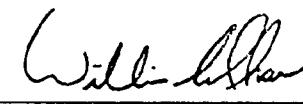
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on May 18, 2009, marked:

Settled, discontinued and ended without prejudice to refile

Record costs in the sum of \$95.00 have been paid in full by James C. Warmbrodt Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 18th day of May A.D. 2009.



William A. Shaw, Prothonotary