

08-1307-CD
Captial One vs Lewis Bumbargor

FILED
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1 COMP. TO
William A. Shaw
Prothonotary/Clerk of Courts
SUFF

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

CAPITAL ONE BANK

Plaintiff No. 2008-1307-CD

vs. COMPLAINT IN CIVIL ACTION

LEWIS M BUMBARGOR

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#6253600

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No.

LEWIS M BUMBARGOR

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. 50-511

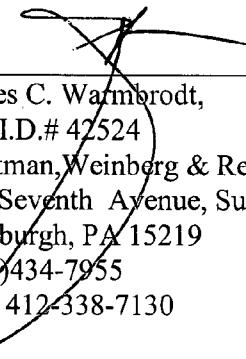
COMPLAINT

1. Plaintiff is a corporation with offices in 15000 CAPITAL ONE DRIVE RICHMOND VA 23238.
2. Defendant is residing at 1463 OLD TURNPIKE RD ALLPORT,PA 16821 .
3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 3201 .
4. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of MAY 20 2008, in the amount of \$1,507.30. 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.

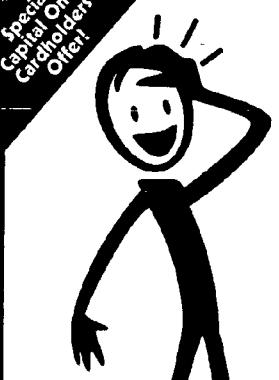
WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, LEWIS M BUMBARGOR individually, in the amount of \$1,507.30 with continuing finance charges thereon at the rate of 25.90% per annum from MAY 20 2008 plus costs.

**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#:6253600



Special
Capital One
Cardholders
Offer

First 3 months half-price

\$497*
a month;
\$9.95/mo. thereafter

SIGN UP TODAY!
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Mention Offer Code: CORAL
Or visit www.peoplepc.com/go/coral

003

peoplepc™ online
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-  Pop-Up Blocker™
-  Spam Controls
-  Smart Dialer
-  Phisher Security
-  Internet Call Waiting

UNLIMITED INTERNET ACCESS



Account Summary

Previous Balance	\$848.15
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$18.24
New Balance	\$895.39
Minimum Amount Due	\$895.39
Payment Due Date	August 17, 2006
Total Credit Line	\$300
Total Available Credit	\$0.00
Credit Line for Cash	\$300
Available Credit for Cash	\$0.00

At your service

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

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
Capital One Bank Capital One
P.O. Box 790216 P.O. Box 30285
St. Louis, MO 63179-0216 SLC, UT 84130-0285

Important Account Information

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

PLATINUM MASTERCARD ACCOUNT

5178-0524-0185-3201

JUN 18 - JUL 17, 2006

Page 1 of 1

Payments, Credits and Adjustments

Transactions

1	17 JUL	PAST DUE FEE	\$29.00
---	--------	--------------	---------

You were assessed a past due fee of \$29.00 on 07/17/2006 because your minimum payment was not received by the due date of 07/17/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

EXHIBIT

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$856.93	.07096%	25.90%	\$18.24
CASH	\$0.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052401853201 17 0895390124000895397

New Balance	\$895.39
Minimum Amount Due	\$895.39
Payment Due Date	August 17, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0524-0185-3201

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

Street	Apt #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address: <input type="text"/>		

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

00138

#9019989829453723# MAIL ID NUMBER
LEWIS M BUMBARGOR
1463 old turnpike rd
ALLPORT PA 16821-9714

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

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SIGN UP TODAY!

1-877-778-1207

Mention Offer Code: CORAL
Or visit www.peoplepc.com/go/coral

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For questions, call toll-free at 1-888-5TRYNOW.

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1. How To Avoid A Finance Charge.

- a. **Grace Period.** You will have a minimum grace period of 10 days before a finance charge on new purchases, new balance transfers, new account purchases, new other charges if you pay your total "New Balance" in accordance with the Important Notice for payment below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and new transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

- b. **Acruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of transaction or 2) from the date the transaction is processed to your account, 91.3% of 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 have own finance charges, even if you pay the entire "New Balance" indicated on your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

- c. **Minimum Finance Charge.** For each billing period that includes a transaction, a minimum total FINANCE CHARGE of \$0.50 will be assessed. 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 purchases segment of your account.

- d. **Interest Rate Reduction in Finance Charge.** We reserve the right to assess fees, may or all finance charges for any given billing period.

2. Average Daily Balance (including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advances, purchases, new purchases, new transfers, new other purchases) by the corresponding daily periodic rate(s) that have 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. At the end of the billing period, we add up the results of the daily periodic rates for each segment to get the total periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for that segment and add any new transactions and any periodic rate(s) that were calculated for the previous day's balance for that segment. Then we 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 in full by the end of the billing period (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 balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the billing cycle. We then multiply your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

- b. If the code N is applied on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of that 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 and any periodic rate(s) that have been disclosed or credits. If the code N appears on the front of the 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. We then add up the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

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

- b. If the code O (Prime), C (3-mo. LIBOR), or S (Bank Prime) appears on the front of the statement next to the periodic rate(s), the periodic rate 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. The code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR) appears on the front of this statement next to the periodic rate(s), the periodic rate 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 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.

- e. **Renewing Your Account.** If a membership fee

- appears on the front of the statement, you have 30 days from the date this statement was mailed to you to avoid a membership fee. If you do not cancel your account if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your account in full (excluding the membership fee) prior to the end of the thirty day period.

- f. **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 cancel any other arrangements. If you 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, overlimit fees, service fees, minimum cash advance fees and any other fees assessed to your account.

- g. 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 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.

h. **Using Your Account.** Your card or account cannot be used in connection with any illegal, gambling

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 convert the check into a one-time electronic fund transfer. 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, write to us on a separate sheet of paper as possible, in the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent your first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not provide you right. In your letter, give us the following information: your name and address, 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 you dispute until we resolve the error. 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 property or service protection if the purchase price was more than \$50.00 and the purchase was made in your name or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in 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. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

VERIFICATION

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

vs

BUMBARGOR, LEWIS M

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

5178052401853201
A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

ARYONNE MABSON
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
MY COMMISSION EXPIRES OCT. 29, 2011

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1307-CD

CAPITAL ONE BANK

VS

LEWIS M. BUMBARGOR

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 08/15/2008

HEARING:

PAGE: 104421

DEFENDANT: LEWIS M. BUMBARGOR
ADDRESS: 1463 OLD TURNPIKE ROAD
ALLPORT, PA 16821

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS _____

SHERIFF'S RETURN

NOW, 7/24/08 AT 9:33 AM / PM SERVED THE WITHIN

COMPLAINT ON LEWIS M. BUMBARGOR, DEFENDANT

BY HANDING TO Lewis M. Bumbarger, self

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

ADDRESS SERVED 1463 Old Turnpike rd Allport PA

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR LEWIS M. BUMBARGOR

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO LEWIS M. BUMBARGOR

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hawkin
Deputy Signature

S. Hawkin
Print Deputy Name

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff

No. 2008-1307-CD

vs.

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITH PREJUDICE

LEWIS M BUMBARGOR

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#06253600

FILED 1CCQ / Certificate
m 11/24/08 of Disc. to Atty
SEP 29 2008
(610)

William A. Shaw
Prothonotary/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. 2008-1307-CD

LEWIS M BUMBARGOR

Defendants

PRAECIPE TO SETTLE DISCONTINUE AND END WITH PREDJUDICE

TO THE PROTHONOTARY OF COUNTY:

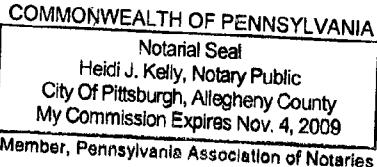
Please kindly Settle Discontinue the above captioned matter upon the records of the Court with prejudice and mark the cost paid.

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

By _____
Matthew D Urban, Esquire
PA I.D. #90963
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06253600

Sworn to and subscribed
Before me the 16th
Day of SEPTEMBER, 2008


NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CO/it

CIVIL DIVISION

Capital One Bank

vs. **No. 2008-01307-CD**
Lewis M. Bumbarger

CERTIFICATE OF DISCONTINUATION

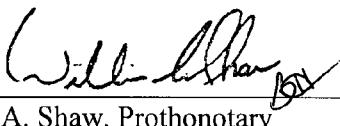
Commonwealth of PA
County of Clearfield

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 September 29, 2008, marked:

Settled and Discontinued with Prejudice

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

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 29th day of September A.D. 2008.



William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104421
NO: 08-1307-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: LEWIS M. BUMBARGOR

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8725942	10.00
SHERIFF HAWKINS	WELTMAN	8725942	36.72

FILED
03/16/01
OCT 15 2008
WAC
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff