

08-1356-CD
Capital One vs Mary A Rhoads

FILED

2:12PM GK
JUL 24 2008

NO CC

I COMPL. TO

SHFF.

William A. Shaw
Prothonotary/Clerk of Courts
4TH PAYD 95.00

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

CAPITAL ONE BANK (USA), NA

Plaintiff

NO: 2008-1356-CD

vs.

COMPLAINT IN CIVIL ACTION

MARY A RHOADS
AKA MARY RHOADS

Defendant

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
06711877 C N Pit BLK

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

CAPITAL ONE BANK (USA), NA

Plaintiff
vs. Civil Action No

MARY A RHOADS
AKA MARY RHOADS

Defendant

COMPLAINT AND NOTICE TO DEFEND

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

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

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

COMPLAINT

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

2. Defendant is adult individual(s) residing at the address listed below:

MARY A RHOADS
412 CHURCH ST
PENFIELD, PA 15849

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXXX7419 .

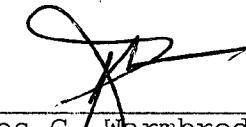
4. Defendant made use of said credit card and has a current balance due of \$1696.33 , as of June 10, 2008 .

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

6. Plaintiff is entitled to the addition of interest at the rate of 29.200% per annum on the unpaid balance from June 10, 2008 . A copy of Plaintiff's STATEMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

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

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant, MARY A RHOADS, INDIVIDUALLY, in the amount of \$1696.33 with continuing interest thereon at the rate of 29.200% per annum from June 10, 2008 plus costs.


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
06711877 C N Pit BLK

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, unpaid finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

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

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

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

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 monthly billing period each month.

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

5. **Renewing Your Account.** If a membership fee appears on the front of your statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing and cease using your account. After your request to close, if you continue to transact or do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to keep your account open. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed by 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.

We may 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 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 transactions on your 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 do not fail to preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

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

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

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

vs

RHOADS, MARY A

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is, TRACY TAYLOR, Authorized Agent, of CAPITAL ONE BANK (USA), N.A., 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

4862362502067419

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: 08-1356-CD

CAPITAL ONE BANK (USA), NA

VS

MARY A. RHOADS aka MARY RHOADS
COMPLAINT

SERVICE # 1 OF 1

SERVE BY: 08/23/2008 HEARING: PAGE: 104447

DEFENDANT: MARY A. RHOADS aka MARY RHOADS
ADDRESS: 412 CHURCH ST.
PENFIELD, PA 15849

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

FILED

07/31/2008
JUL 31 2008

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 7-30-08 AT 1:30 AM / PM SERVED THE WITHIN

COMPLAINT ON MARY A. RHOADS aka MARY RHOADS, DEFENDANT

BY HANDING TO George Rhoads, Husband

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

ADDRESS SERVED 412 Church St. Penfield Pa. 15849

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR MARY A. RHOADS aka MARY RHOADS

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO MARY A. RHOADS aka MARY RHOADS

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2008

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 # 104447
NO: 08-1356-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK (USA), NA

vs.

DEFENDANT: MARY A. RHOADS aka MARY RHOADS

S
FILED
03:31 PM
DEC 23 2008
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3490621	10.00
SHERIFF HAWKINS	WELTMAN	3490621	36.72

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK (USA), NA

Plaintiff No. 2008-1356-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

MARY A RHOADS AKA
MARY RHOADS

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

WILLIAM T. MOLCZAN, ESQUIRE
PA I.D.#47437
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#6711877
Judgment Amount \$ 1953.96

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

61
FILED Atty pd. 20.00
M 112:50 AM MAR 26 2009 ICC Notice
to Def.
William A. Shaw
Prothonotary/Clerk of Courts
ICC Atty

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

CAPITAL ONE BANK (USA) ,NA

Plaintiff

vs.

Civil Action No. 2008-1356-CD

MARY A RHOADS AKA
MARY RHOADS

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, MARY A RHOADS AKA
MARY RHOADS above named, in the default of an Answer, in the amount of \$1953.96 computed as
follows:

Amount claimed in Complaint	\$1696.33
Interest from JUNE 10, 2008 TO MARCH 12, 2009 at the legal interest rate of 29.200% per annum	\$257.63
TOTAL	\$1953.96

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: Weltman, Weinberg & Reis Co., L.P.A.
WILLIAM T. MOLCZAN, ESQUIRE
PA I.D.#47437
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#6711877

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And that the last known address of the Defendant is: 412 CHURCH ST, PENFIELD, PA 15849

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

COPY

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 2008-1356-CD

MARY A RHOADS AKA
MARY RHOADS

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on 3/26/09

Assumpsit Judgment in the amount
of \$1953.96 plus costs.

Trespass Judgment in the amount
of \$_____ plus costs.

If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration
will be suspended by the Department of Transportation, Bureau
of Traffic Safety, Harrisburg, PA.

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

Prothonotary

By: Weltman
PROTHONOTARY (OR DEPUTY)

MARY A RHOADS
412 CHURCH ST
PENFIELD, PA 15849

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
1-888-434-0085

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

CAPITAL ONE BANK (USA) ,NA

Case no: 2008-1356-CD

Plaintiff
vs.
NON-MILITARY AFFIDAVIT

MARY A RHOADS AKA
MARY RHOADS

Defendant

The undersigned, who first being 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 Defendant, MARY A RHOADS AKA
MARY RHOADS is not in the military service.

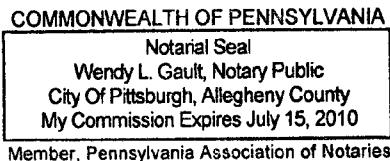
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, MARY A RHOADS AKA
MARY RHOADS is not in the military service.

Further Affiant sayeth naught.

Wendy T. Maultz
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 13th day
of March, 2009.

NOTARY PUBLIC



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.

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

CAPITAL ONE BANK (USA), NA

Plaintiff

Case No. 2008-1356-CD

vs.

MARY A RHOADS
AKA MARY RHOADS

Defendant

IMPORTANT NOTICE

TO:
MARY A RHOADS
412 CHURCH ST
PENFIELD, PA 15849

Date of Notice: 2/19/09

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

6711877 N PIT KM3

Department of Defense Manpower Data Center

MAR-12-2009 05:43:04

Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
RHOADS	MARY		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

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 Military.

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 Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly 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 active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further 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 current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided