

08-1375-CD

Capital One vs James R. Carter

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JUL 28 2008

M 11:45 AM

William A. Shaw
Prothonotary/Clerk of Courts

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

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) NO. 2008-1375-CO

)

)

v.

JAMES R CARTER

Defendant(s)

)

)

)

)

**COMPLAINT IN CIVIL
ACTION**

Filed on behalf of:
CAPITAL ONE BANK

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

)

)

Plaintiff) NO.

)

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)

v.

JAMES R CARTER

)

)

Defendant(s))

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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.

Usted ha sido demandado en corte. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad au otros derechos importantes para usted.

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

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO

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SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSO A PERSONAS QUE CALIFICAN.

CLEARFIELD COUNTY COURTHOUSE
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
230 EAST MARKET STREET
CLEARFIELD, PA 16830
814-765-2641

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK)
Plaintiff) NO.
v.)
JAMES R CARTER)
Defendant(s))

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, CAPITAL ONE BANK , by and through its attorney, GREGG MORRIS, ESQUIRE and the law offices of PATENAUDE & FELIX, A.P.C. and files the following **Complaint in Civil Action**, and in support thereof aver as follows:

1. Plaintiff, CAPITAL ONE BANK , is a corporation and for the purpose of this litigation, maintaining a place of business c/o PATENAUDE AND FELIX, A.P.C., 213 East Main St Carnegie, Pennsylvania 15106.
2. Defendant is JAMES R CARTER, an adult individual, believed to currently reside at 428 ANDERSON ST CURWENSVILLE, PA 16833.
3. Heretofore, the Defendant(s) opened a account with Plaintiff being Account No. 5178052424790901, for the purchase of good and services.
4. The Defendant(s) has/have made or authorized a number of purchases and as of April 18, 2006, Defendant(s) owes \$2,688.03 on said account plus interest at 25.90 %.
5. Plaintiff maintains accurate books of account recording all credits and debits for this account.

6. The Defendant(s) have/has received monthly billing statements from Plaintiff setting forth the nature and amount of all charges made by Defendant(s), and the transactions between Plaintiff and Defendant(s) give rise to an account stated, upon which Plaintiff has relied.

7. The Defendant(s) made payments, but have/has refused to pay, and now refuses to pay the balance due and owing on the aforesaid account in the sum of \$2,688.03, plus interest and costs.

8. By failing to object or dispute the statements, Defendant(s) have/has assented to and agreed to the correctness of the balance due on the credit card account so as to constitute and account stated.

9. Despite repeated demands, Defendant(s) have/has failed to make the required installment payments when due and therefore the full amount of the account is now due and payable.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant(s), in the amount of \$2,688.03, plus interest as set forth herein from the date of breach, with continuing interest at the legal rate thereon from the date of Judgment plus costs. The damages requested are less than the maximum amount for compulsory arbitration as set by the Court.

Respectfully submitted:

Patenaude & Felix, A.P.C.

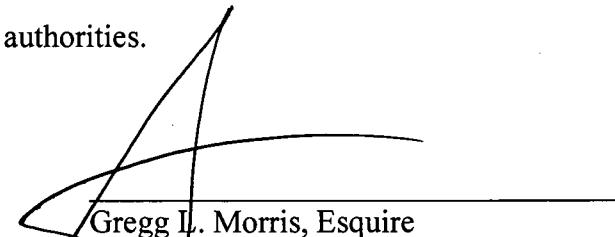
Date: _____

Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

VERIFICATION

The undersigned, Gregg L. Morris, hereby states that he is the attorney for Plaintiff in this action and verifies that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief. Counsel has signed the verification at the request of Plaintiff as a matter of time and convenience. Plaintiff has represented to counsel that there is a debt due and owing from Defendant to Plaintiff in the amount as set forth within the foregoing pleading. Plaintiff has provided counsel with all relevant information in order to allow counsel to sign this verification. Plaintiff agrees to provide a verification signed by Plaintiff upon request by Defendant. The statements are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: _____



Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1375-CD

CAPITAL ONE BANK
vs
JAMES R. CARTER

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 08/27/2008 HEARING: PAGE: 104464

DEFENDANT: JAMES R. CARTER
ADDRESS: 428 ANDERSON ST.
CURWENSVILLE, PA 16833

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

FILED

08:30 AM
AUG 06 2008

WAS
William A. Shaw
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 7-31-08-11:15-N/H

SHERIFF'S RETURN

NOW, 8-5-08 AT 2:10 AM / PM SERVED THE WITHIN

COMPLAINT ON JAMES R. CARTER, DEFENDANT

BY HANDING TO Barbara Off Haus, Mother-in-Law

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

ADDRESS SERVED 428 Anderson ST.
Curwenville, Pa. 16833

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR JAMES R. CARTER

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO JAMES R. CARTER

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis
Deputy Signature

James E. Davis
Print Deputy Name

DAY OF 2008

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

CAPITAL ONE BANK, :
Plaintiff :
vs. : No. 08-1375-CD
: :
JAMES R. CARTER, :
Defendant :
: :

CASE NUMBER: No. 08-1375-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: DEFENDANT'S PRELIMINARY OBJECTIONS TO
PLAINTIFF'S COMPLAINT

FILED ON BEHALF OF: Defendant

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
207 E. Market Street
Clearfield, PA 16830
(814) 765-1581

FILED 3cc
08/15/2008 Atty Gearhart
AUG 15 2008
W

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK, :
Plaintiff :
: vs. : No. 08-1375-CD
: :
JAMES R. CARTER, :
Defendant :
:

DEFENDANT'S PRELIMINARY OBJECTIONS TO
PLAINTIFF'S COMPLAINT

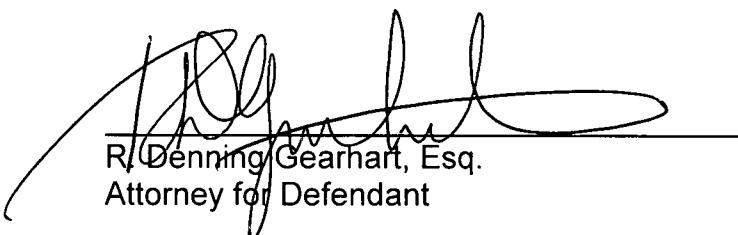
NOW COMES, the Defendant, James R. Carter, by and through his Attorney, R. Denning Gearhart, Esquire, who files Preliminary Objections to Plaintiff's Complaint and respectfully avers as follows:

1. Plaintiff filed a Complaint in the Court of Common Pleas of Clearfield County, Pennsylvania, on or about July 28, 2008, alleging that Plaintiff furnished consumer credit to Defendant through a Credit Card Account.
2. Plaintiff alleges that there is an unpaid balance on the credit card account of Two Thousand Six Hundred Eighty-eight and 03/100 (\$2,688.03) Dollars.
3. However, Plaintiff failed to attach a copy of the original agreement Plaintiff alleges that Defendant breached to it's Complaint.
4. Plaintiff has failed to produce detailed statements of the account showing all purchases made on said account and how Plaintiff calculates the amount that is due.

5. Plaintiff fails to state what, if any, charges were made for interest, late fees, and other various charges which may or may not have been imposed by Plaintiff and the legal authority for such charges.

6. Plaintiff's Complaint is insufficient on its face and should be dismissed because Plaintiff failed to produce an original copy of the agreement and a detailed monthly statement of the account setting out purchases made and costs incurred so that Defendant is able to calculate the details leading to the conclusion of the Plaintiff and enter into a proper defense of the claims.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be stricken pursuant to Pennsylvania Rule of Civil Procedure 1028 on the grounds of legal insufficiency.



R. Denning Gearhart, Esq.
Attorney for Defendant

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

CAPITAL ONE BANK,
Plaintiff

vs.

: No. 08-1375-CD

JAMES R. CARTER,
Defendant

O R D E R

AND NOW, this 18th Day of August, 2008, upon
consideration of Defendant's Preliminary Objections to Plaintiff's Complaint filed in the
above captioned action, it is the ORDER of this Court that a hearing be scheduled for the
and Day of October, 2008, at 2:15 O'clock P.M., in
Courtroom No. 1, of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT



JUDGE

FILED 3CC
01/10/3208 by Atty Gearhart
AUG 19 2008
60

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK, :
Plaintiff :
vs. : No. 08-1375-CD
: :
JAMES R. CARTER, :
Defendant :
:

CASE NUMBER: No. 08-1375-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: CERTIFICATE OF SERVICE

FILED ON BEHALF OF: Defendant

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
207 E. Market Street
Clearfield, PA 16830
(814) 765-1581

FILED
01347/004
AUG 25 2008
WAS
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,
Plaintiff

vs.

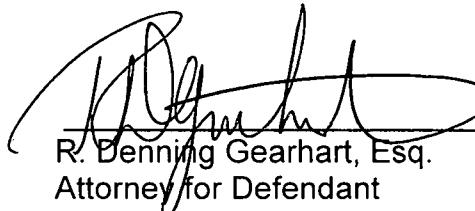
No. 08-1375-CD

JAMES R. CARTER,
Defendant

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy of Defendant's Preliminary Objections to Plaintiff's Complaint filed in the above matter on the Plaintiff through Plaintiff's attorney by depositing such documents in the United States Mail, first class, postage pre-paid and addressed as follows:

Gregg L. Morris, Esq.
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106


R. Denning Gearhart, Esq.
Attorney for Defendant

Dated: August 25, 2008

FILED
11:39 A.M. GL
SEP 12 2008 NO CC

William A. Shaw
Prothonotary/Clerk of Courts *(G10)*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK (U.S.A.), N.A.)
)
)
Plaintiff) NO. 2008-1375
)
)
)
v.)
)
)
JAMES R CARTER)
)
)
Defendant(s))
)

**AMENDED COMPLAINT IN
CIVIL ACTION**

Filed on behalf of:
CAPITAL ONE BANK (U.S.A.),
N.A.

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK (U.S.A.), N.A.

)

Plaintiff

)

NO. 2008-1375

v.

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JAMES R CARTER

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Defendant(s)

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Usted ha sido demandado en corte. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted fall de tomar accion como se describe anteriormente, el caso pude proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad au otros derechos importantes para usted.

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK (U.S.A.), N.A.)
Plaintiff) NO. 2008-1375
v.)
JAMES R CARTER)
Defendant(s))

AMENDED COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, CAPITAL ONE BANK (U.S.A.), N.A. , by and through its attorney, GREGG MORRIS, ESQUIRE and the law offices of PATENAUME & FELIX, A.P.C. and files the following **Amended Complaint in Civil Action**, and in support thereof aver as follows:

1. Plaintiff, CAPITAL ONE BANK (U.S.A.), N.A. , is a corporation and for the purpose of this litigation, maintaining a place of business c/o PATENAUME AND FELIX, A.P.C., 213 East Main St Carnegie, Pennsylvania 15106.
2. Defendant is JAMES R CARTER, an adult individual, believed to currently reside at 428 ANDERSON ST CURWENSVILLE, PA 16833.
3. Heretofore, the Defendant(s) opened a account with Plaintiff being Account No. 5178052424790901, for the purchase of good and services. A copy of the Customer Agreement in effect at the time the account was opened or charges were made is attached hereto as Plaintiff's Exhibit "A" and is incorporated herein by reference.
4. The Defendant(s) has/have made or authorized a number of purchases and as of

April 18, 2006, Defendant(s) owes \$2,688.03 on said account plus interest at 25.90 %.

5. Plaintiff maintains accurate books of account recording all credits and debits for this account.

6. The Defendant(s) have/has received monthly billing statements from Plaintiff setting forth the nature and amount of all charges made by Defendant(s), and the transactions between Plaintiff and Defendant(s) give rise to an account stated, upon which Plaintiff has relied. A copy of billing statements for the account are attached hereto as Plaintiff's Exhibit "B" and are incorporated herein by reference.

7. The Defendant(s) made payments, but have/has refused to pay, and now refuses to pay the balance due and owing on the aforesaid account in the sum of \$2,688.03, plus interest and costs.

8. By failing to object or dispute the statements, Defendant(s) have/has assented to and agreed to the correctness of the balance due on the credit card account so as to constitute and account stated.

9. Despite repeated demands, Defendant(s) have/has failed to make the required installment payments when due and therefore the full amount of the account is now due and payable.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant(s), in the amount of \$2,688.03, plus interest as set forth herein from the date of breach, with continuing interest at the legal rate thereon from the date of Judgment plus costs. The damages requested are less than the maximum amount for compulsory arbitration as set by the Court.

Count II
Breach of Contract

10. The averments of paragraphs 1 through 9 are incorporated herein by reference as if the same were set forth herein at length.

11. Defendant completed a Credit Application or Instacredit Application over the telephone. The application is no longer available. It has been either lost or destroyed. A copy of Account Agreement in effect at the time the account was opened or charges were made is attached hereto and collectively referred to as Plaintiff's Exhibit "A" and incorporated herein by reference.

12. Defendant is in default for failing to make payments as due.

13. The terms of the Contract provide that Defendant will pay Plaintiff's reasonable attorney's fees.

14. Plaintiff avers that counsel for Plaintiff is not a salaried employee of Plaintiff and that such attorney's fees will amount to \$750.00.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant, in the amount of \$2,688.03 plus interest as attached hereto and set forth herein and attorney's fees in the amount of \$750.00 with continuing interest thereon at the legal rate from the date of Judgment plus costs. The damages requested are less than the maximum amount for compulsory arbitration as set by the Court.

Respectfully Submitted:

Paterno & Felix, A.P.C

Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

P&F File No. 762.13952

CUSTOMER AGREEMENT

Welcome to Capital One.® We are pleased to open your credit card account. This Agreement contains information about your account. Please read it and keep it for your records. In this Agreement the words "you," "your" and "yours" refer to each person who signed the application and to anyone else who uses the account in any way. Each of you is individually and jointly obligated under this Agreement. The words "we," "us" and "our" mean Capital One Bank and its successors or assigns. We can delay enforcing our rights under this Agreement without losing them.

Using Your Account. You can make purchases and obtain cash advances (if we have told you that cash advances are an option for your account) by using your card, account number, and any account access checks (including Purchase Checks, Convenience Checks, Special Transfer Checks and other similar checks) that we may send to you. When we provide you with account access checks, we will tell you whether they will be treated as purchases, cash advances, or special transfers. Unless we tell you otherwise, Convenience Checks will always be treated as cash advances.

Your card or account cannot be used in connection with any Internet or illegal gambling transactions. Your card and account may only be used for valid and lawful purposes. If you use, or allow someone else to use, the card or account for any impermissible purpose, you will be responsible for such use and may be required to reimburse us and MasterCard International Incorporated or Visa USA, Inc., as applicable, for all amounts or expenses we or they pay as a result of such impermissible use.

You agree that we are not responsible if anyone refuses to honor your account. If you do not use your account, you may cancel it by calling our Customer Relations department and destroying your card(s) and account access checks within 30 days after you receive them.

Cash Equivalent Transactions. If cash advances are an option for your account, you can use your account to purchase items that are directly convertible to cash. These cash equivalent transactions will be treated as cash advances and will be billed to the cash advance segment of your account. Cash equivalent transactions include the purchase of wire transfer money orders, bets, lottery tickets, casino gaming chips, and other similar products or services.

Your Credit Limit. You were told your credit limit when you opened your account. You also may have different credit limits that apply to different segments of your account (such as purchases, cash advances, and special transfers). These credit limits will be identified on your periodic statement. You agree to make purchases or obtain cash advances only up to the relevant credit limit. We may increase or decrease your credit limits at any time, may limit the amount that is available for cash advances, or may exclude cash advances entirely from your account. We may honor transactions in excess of your credit limit, even if those transactions result in an overlimit fee, and those transactions and fees will be covered by this Agreement.

Making Payments. You promise to pay us all amounts due resulting from the use of your account, including any finance charges and other charges due under the terms of this Agreement. Payments must be made in U.S. dollars. Payments made by a negotiable instrument such as a check or a money order must be in a form acceptable to us and be drawn on a U.S. financial institution. We may allocate payments among the various segments of your account in any way we determine.

You must pay at least the minimum amount due by the date requested on your statement to avoid a late payment fee. However, you may pay more than the minimum payment or pay the balance in full. In any case, finance charges will continue to be assessed during billing periods that you carry a balance regardless of whether or not your statement shows a minimum payment due.

We can accept late payments or partial payments or checks and money orders marked "payment in full" or other similar language without losing any of our rights under this Agreement, including our right to receive payment in full.

Periodic Statement. Each month you have a balance in your account, we will send you a statement showing all transactions billed to your account during the billing period. The billing period is the time from one statement closing date through and including the next statement closing date. The statement closing date determines the month of a specific billing period. For example, your January billing period is the billing period with the statement closing date in January.

Finance Charge Information.

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 as shown on your periodic statement in full 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, if you did not pay the total New Balance from the previous billing statement in full and in time for it to be credited by your next statement closing date, there is no grace period on any transaction.

B. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge as follows:

- Transactions made during the current billing period: from the transaction date.
- Undated transactions and transactions made with account access checks: from the date the transaction is processed to your account.
- Transactions made prior to the current billing period: 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. 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 purchase segment of your account.

D. Periodic Rates. We determine the daily periodic rate by dividing the annual percentage rate by 365 and rounding it to the nearest 1/100,000th of 1%. The rate may be different for each segment of your account (e.g., cash advance, purchase, special purchase, and special transfer if applicable for your account). You were told the daily periodic rate(s) when you opened your account and it appears on your statement.

E. Calculating Finance Charge. 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.

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 actually assessed.

F. Cash Advance Fee. If a cash advance fee applies to your account, you were told the fee when you opened your account. The fee will be charged each time you obtain a cash advance and will be added to the cash advance segment of your account and will reduce your available credit. The amount of the cash advance fee will be added to other finance charges on your periodic statement for the purpose of calculating the annual percentage rate disclosed there. This may cause the annual percentage rate disclosed on your statement to be greater than the annual percentage rate that was disclosed to you when you opened your account.

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

Other Fees and Charges. The following fees may be billed to the purchase segment of your account, unless otherwise specified, in every billing period in which they apply: late payment fee if we do not receive your payment in time for it to be credited by the following statement closing date; overlimit fee if your account (or any segment of your account) goes or stays above any temporarily or permanently assigned credit limit, even if we approved the overlimit amount, at any time during the billing cycle (regardless of whether you went overlimit as a result of a transaction, finance charge, or any other fee or charge); returned check fee, imposed every time a check is returned to us for any reason, or if we cannot honor your account access checks for any reason; and copying charges for duplicate copies of transactions or statements unless required for billing dispute resolution. These fees and charges will not be assessed if your billing address was in Puerto Rico when your account was opened. The fee and charge amounts were disclosed to you when you opened your account. If any of these fees or charges are charged subsequent to your account opening, you will be advised of the new amount. We reserve the right to waive these fees without prior notification to you.

Membership Fee. If your account has a membership fee, it was disclosed to you when you opened your account. The fee will be billed to the purchase segment of your account.

Credit Bureau Information. You agree that we may obtain your credit information from credit reporting agencies at any time for the purposes of monitoring your credit performance, managing your account and considering you for new offers and programs.

Future Offers. The terms of any future offer will be disclosed to you at the time the offer is made. If you accept an offer, the terms will become effective immediately unless otherwise specified in the offer.

Default. We may consider you to be in default under this Agreement if: (a) you fail to pay the minimum payment on time, (b) you exceed your credit limit, or (c) you pay us with funds that are returned for any reason. To the extent permitted by law, you may also be in default under this Agreement if: (1) you violate any of the other terms of this Agreement, or any of the terms of any other agreement with us or any of our affiliates, or (2) you made any false or misleading statements on your application, or (3) bankruptcy or other insolvency proceedings are instituted by you or against you. After you are in default (or after we give you any notice of or right to cure the default if required by law), we may restrict your account from new transactions, or close your account and demand immediate payment of the entire outstanding balance. In addition, as a result of the default, your minimum payment may increase without advance notice.

To the extent permitted by law, you agree to pay all court costs and collection expenses incurred by us in the collection of any amount you owe us under this Agreement. If you default and we refer your account for collection to an attorney who is not our salaried employee, to the extent permitted by law, you agree to pay reasonable attorneys' fees. You also agree to pay any costs we may incur in retrieving your cards, including any costs we may incur by having your account placed on a restricted list.

If You Close Your Account. You can request to close your account by calling our Customer Relations department. You must destroy all cards and account access checks, cancel all preauthorized billing arrangements, 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, late payment fees, overlimit fees, returned check 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 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.

If you want to stop an authorized user's access to your account, you must call our Customer Relations department and destroy the user's card (if any) and any account access checks he or she may have. If you are unable to destroy that person's card and account access checks, and you call our Customer Relations department to close your account, your account will be closed and both you and the joint cardholder, if any, may apply for a new account. If we close the account, you and the joint cardholder, if any, will still be liable, individually and together, for all amounts charged to your account.

If We Cancel Your Account or Suspend Credit Privileges. We may at any time, with or without cause and with or without advance notice, terminate this



Agreement without losing them.

Changes in Terms. We may amend or change any part of your Agreement, including the periodic rates and other charges, or add or remove requirements (including adding new requirements of the same or a different nature as the existing requirements in this Agreement) at any time. If we do so, we will give you notice if required by law of such amendment or change. Notice will be mailed to the last billing address indicated in our records. (However, no notice will be mailed if we previously had notified you that your account would be subject to such amendment or change without notice.) Changes to the annual percentage rate(s) will apply to your account balance from the effective date of the change, whether or not the account balance included items billed to the account before the change date and whether or not you continue to use the account. Changes to fees and other charges will apply to your account from the effective date of the change.

Applicable Law. This Agreement will be governed by Virginia law and Federal law.

Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provisions.

Lost or Stolen Cards or Account Access Checks. If your cards or account access checks are lost or stolen or if someone else may be using them without your permission, notify us at once by calling the telephone number shown on the front of your periodic statements. You will not be liable in any amount for unauthorized use of your cards or account access checks.

Your Billing Address. You agree to give us written notice of any change in your billing address at least 10 days before the change. Changes may be written in the space provided on the remittance coupon portion of your periodic statement or may be sent to the following address: Capital One, P.O. Box 85015, Richmond, VA 23285-5015. If your account is a joint account or if more than one person is permitted to use it, you agree that all notices regarding the account may be sent solely to the address shown on our billing records.

Communications. We may call you (using live operators, automatic dialing devices, or recorded messages) at home or work and those calls will not be considered unsolicited. We may monitor or record any calls we make or receive. We may release information to others regarding the status or history of your account as is more fully discussed in the Capital One privacy policy, a copy of which has been provided to you. We may make inquiries of third parties in connection with maintaining and collecting your account, and you authorize such third parties to release information about you to us.

Cardholder Benefits. Cardholder benefits may be changed or terminated without notice. The benefits may be provided by third parties; we are not liable for such benefits or for the actions or omissions of the third parties.

U.S. Currency. If you make a purchase or cash advance in foreign currency, the transaction will be converted into U.S. dollars using Visa or MasterCard regulations and conversion procedures in effect at the time. Visa or MasterCard may increase the conversion rate and keep this increased amount. The rate in effect on the conversion date may differ from the rate used on the transaction date.

ARBITRATION:

You and we agree that either you or we may, at either party's sole election, require that any Claim (as defined below) be resolved by binding arbitration.

IF YOU OR WE ELECT ARBITRATION OF A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, INCLUDING THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION. THE FEES ASSOCIATED WITH ARBITRATION MAY BE HIGHER THAN THE FEES ASSOCIATED WITH COURT PROCEEDINGS.

Special Definitions for the Arbitration Provision. For the purposes of this arbitration provision ("Arbitration Provision"), the following definitions shall apply in addition to the definitions set forth in this Customer Agreement ("Agreement"):

"We," "us" and "our" mean the owner of your account (Capital One Bank or Capital One, F.S.B.), its parent, and their direct and indirect subsidiaries and affiliates, as well as all of their respective employees, officers, directors, licensees, predecessors, successors, and assigns.

"Claim" means any claim, controversy, or dispute of any kind or nature between you and us.

A. This definition includes, without limitation, any Claim that in any way arises from or relates to:

- this Agreement and any of its terms (including any prior agreements between you and us or between you and any other entity from which we acquired your account)
- this Arbitration Provision (including whether any Claim is subject to arbitration)
- the establishment, operation, or termination of your account
- any disclosures, advertisements, promotions, or other communications relating to your account, whether they occurred before or after your account was opened
- any transactions or attempted transactions involving your account
- any billing or collections matters relating to your account
- any posting of transactions (including payments or credits) to your account
- any goods or services charged to your account
- any fees, interest, or other charges assessed to your account, or their calculation
- any products, services, or benefits programs related to or offered in connection with your account (including any insurance, debt cancellation, or extended service contracts and any programs, rebates, rewards, sweepstakes, memberships, discounts, or coupons) whether or not we offered, introduced, sold, or provided them
- our receipt, use, or disclosure of any information about you or your account
- any other matters relating to your account or your relationship with us.

B. This definition also includes, without limitation, any Claim:

- regardless of how or when it is brought (for example, as an initial claim, counterclaim, cross-claim, interpleading, or third-party claim)
- based on any theory of relief or damages (including money damages and any form of specific performance or injunctive, declaratory, or other equitable relief)
- based on any theory of law or equity (including contract, tort, fraud, constitution, statute, regulation, ordinance, or wrongful acts or omissions of any type, whether negligent, reckless, or intentional)
- made by you or by anyone connected with you or claiming through or for you (including a co-applicant or authorized user of your account, your agent, your representative, your heirs, or a trustee in bankruptcy)

• for which we may be directly or indirectly liable under any theory, including respondeat superior or agency (even if we are not properly named at the time the Claim is made)

• now in existence or that may arise in the future, regardless of when the facts and circumstances that give rise to the Claim occurred or when the Claim accrued

• made as part of a class action, private attorney general action, or other representative or collective action, which Claim shall proceed on an individual basis as set forth more fully in this Arbitration Provision.

Arbitration Administrators. One of the following arbitration administrators ("Administrator" or collectively, "Administrators") will administer the arbitration:

JAMS	American Arbitration Ass'n	National Arbitration Forum
1920 Main St, Ste. 300 Irvine, CA 92610 www.jamsadr.com	335 Madison Ave., Floor 10 New York, NY 10017-4605 www.adr.org	P.O. Box 50191 Minneapolis, MN 55405 www.arbitration-forum.com

You may contact any of the Administrators to obtain information about arbitration, arbitration rules and procedures, fee schedules, and claim forms.

Election and Initiation of Arbitration. You or we may elect arbitration under this Arbitration Provision with respect to any Claim, even if the Claim is part of a lawsuit brought in court. You or we may make a motion or request in court to compel arbitration of any Claim brought as part of any lawsuit. We will not elect or initiate arbitration of any Claim brought in a small claims court (or the equivalent), so long as the Claim remains in that court, is made solely on behalf of an individual or joint account holder, and is not made as part of a class action, private attorney general action, or other representative or collective action.

You and we must follow the rules of the Administrators to initiate arbitration. If you initiate arbitration, you may choose one of the Administrators, and you must mail us any notice required by the Administrator to P.O. Box 85550, Richmond, VA 23285-5550. If we initiate arbitration, we will choose one of the Administrators, and we will mail you any notice required by the Administrator to your last-known billing address. If we have initiated arbitration, we will change the Administrator at your request if you notify us in writing at the above address within fifteen days of the date of any notice we send you of our initiation of arbitration.

Procedures and Law Applicable in Arbitration. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the "FAA"). Questions as to whether any Claim is subject to arbitration shall be resolved by interpreting this Arbitration Provision in the broadest way it may be enforced, consistent with the FAA and the terms of this Arbitration Provision. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award any damages or other relief permitted by applicable substantive law, but the award shall determine the rights and obligations of only the named parties and only with respect to the Claims in arbitration. The rules and procedures of the Administrator, which you may obtain from the Administrator, shall govern the arbitration unless they conflict with this Arbitration Provision, in which case this Arbitration Provision will apply. The arbitrator will not be bound by, and this Arbitration Provision shall not be subject to, the federal, state, or local rules of procedure and evidence that would apply in any court, or to state or local laws that relate to arbitration proceedings. You or we may have a hearing in arbitration. Any arbitration hearing that you attend in person will take place at a location in the federal judicial district that includes your last-known billing address or at some other place upon which you and we agree. You or we may be represented by counsel. If you or we request, the arbitrator will honor claims of privilege recognized under applicable law and will use best efforts to protect confidential information (including through the use of protective orders). The arbitrator will make any award in writing and, at the timely request of either party, will provide a written statement of reasons for the award.

Costs. The party initiating arbitration will pay the initial filing fee. You may seek a waiver of the initial filing fee or any of the Administrator's other fees (collectively, "Administrator's Fees") under any applicable rules of the Administrator. If you seek, but do not qualify for, a waiver, we will consider any written request by you for us to pay or reimburse you for all or part of the Administrator's Fees. We also will pay or reimburse you for all or part of the Administrator's Fees if the arbitrator determines there is good reason for us to do so. We will pay any fees and costs we are required to pay by law. Otherwise, and except as provided in this Agreement, you and we will bear all of our respective fees and costs (including the Administrator's fees and the fees and costs relating to attorneys, experts, and witnesses), regardless of who prevails. Allocation of fees and costs relating to appeals in arbitration will be handled in the same manner.

No Consolidation or Joinder of Parties. The arbitration of any Claim must proceed on an individual basis, even if the Claim has been asserted in a court as a class action, private attorney general action, or other representative or collective action. Unless all parties consent, neither you nor we may join, consolidate, or otherwise bring Claims related to two or more accounts, individuals, or account holders in the same arbitration. Also, unless all parties consent, neither you nor we may pursue a class action, private attorney general action, or other representative or collective action in arbitration, nor may you or we pursue such actions in court if any party has elected arbitration. You will not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim as to which arbitration has been elected.

Judgment, Enforcement, Finality, and Appeal. The arbitrator's decision will be final and binding after fifteen days unless you or we seek an appeal of the award by making a written request to the Administrator. The appeal panel, which will consist of three arbitrators, will consider all factual and legal issues anew, will conduct the appeal in the same manner as the initial arbitration, and will make decisions based on the vote of the majority. The panel's decision will be final and binding. Any final decision of the arbitrator or of the appeal panel is subject to judicial review only as set forth under the FAA. An award in arbitration will be enforceable under the FAA by any court having jurisdiction.

Miscellaneous, Waiver, Severability, Survival. If you or we do not elect arbitration or otherwise enforce this Arbitration Provision in connection with any particular Claim, you or we will not waive any rights to require arbitration in connection with that or any other Claim. This Arbitration Provision shall survive: (i) suspension, termination, revocation, closure, or changes of this Agreement, your account, and your relationship with us; (ii) the bankruptcy or insolvency of any party; and (iii) any transfer of your account, or any amounts owed on your account, to any other person or entity. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this Agreement or any prior agreement, this Arbitration Provision shall govern.

Your account is about to charge off as a bad debt.

- We report an R9 rating to credit bureaus when an account charges off.
- Lenders and employers nationwide can access credit bureau reports.
- An R9 will limit our ability to offer you financial solutions.
- You will still be responsible for repaying the debt.

Good news – it's not too late.

- Call 1-800-955-6600 for payment options.
- Pay with our free Check by Phone service.
- If you have online account access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
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045-0404



PLATINUM MASTERCARD ACCOUNT

FEB 18 - MAR 17, 2006

Page 1 of 1

Account Summary

Previous Balance	\$2,509.98
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$50.35
 New Balance	 \$2,595.33
Minimum Amount Due	\$2,595.33
Payment Due Date	April 17, 2006
 Total Credit Line	 \$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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

Send payments to:
 Attn: Remittance Processing
 Capital One Bank
 P.O. Box 790216
 St. Louis, MO 63179-0216

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

Important Account Information

Please review the enclosed privacy information and retain it with your account records. Also visit www.capitalone.com/creditcards and click on the Visit the Guide to Benefits link to learn about your latest Visa or MasterCard account benefits. The descriptions in this online guide replace any information you received in the past. For a printed copy of the Guide to Benefits, call the Customer Relations number on the back of your card.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,534.17	.07096%	25.90%	\$50.35
CASH	\$0.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052424790901 17 2595330015002595339

New Balance \$2,595.33
 Minimum Amount Due \$2,595.33
 Payment Due Date April 17, 2006
 Total enclosed \$
 Account Number: 5178-0524-2479-0901

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

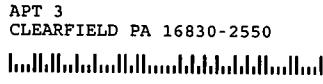
Street _____ Apt. # _____
 City _____ State _____ ZIP _____
 Home Phone _____ Alternate Phone _____
 Email Address _____

#9007769828216923# MAIL ID NUMBER
 JAMES R CARTER
 413 E PINE ST
 APT 3
 CLEARFIELD PA 16830-2550



062195

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 charge on new purchases, new balances, transfers, new special purchases and new other charges to pay your total "New Balance", in accordance with any important notices for payments below, and in time for it to be credited to your account by the 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. **Averaging Finance Charge.** Transactions which are not subject to a grace period and are assessed finance charge 1) from the date of the transaction and 2) from the date the transaction is processed to your Account, plus 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 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 your 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 applicable segment of your account.
 - 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).**
 - 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 purchase) by its 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 when you provided payment in full (or if your new balance was zero), a credit amount from 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 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 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, and we use the daily balance of each segment. Then we 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. U (Unadjusted), J (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Monthly) appears on the front of this statement next to the periodic rates; 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 month indicated.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Reprice Monthly) appears on the front of your statement next 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 each month.
4. **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. **Transferring Your Account.** If a membership fee appears on the front of this statement, you have 90 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 notify us by calling our Customer Relations Department and provide your account number, full name (including the membership fee) prior to the end of the transfer 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. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge you've authorized to be applied to 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 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 thereafter. In addition, 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.

7. **Using Your Account.** Your card 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 the payment as a check transaction. When we use information from your check to make an electronic fund transfer, the money 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. Please mention the date of the bill and the date you first heard from us 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 as to why you believe there is an error, or if you need more information, a detailed 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.

4. **† 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 billing address, or we own or operate the merchant, or if we made 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.

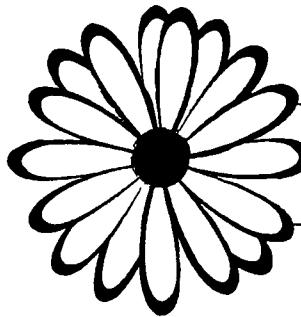
† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Show Mom your love!

Special savings for Capital One® Cardholders!



Save 15%*

on your next purchase when
you use Promotion Code **CAP66**
(See reverse for details)

Save this code! Offer good all year long!

Remember: Mother's Day is Sunday, May 14th

Call 1-800-FLOWERS® (1-800-356-9377) or Click www.1800flowers.com today!

1-800-flowers.com
Your florist of choice.

003

CapitalOne®

PLATINUM MASTERCARD ACCOUNT
5178-0524-2479-0901

MAR 18 - APR 17, 2006

Page 1 of 1

Account Summary

Previous Balance	\$2,595.33
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$57.70
 New Balance	 \$2,688.03
Minimum Amount Due	\$2,688.03
Payment Due Date	May 17, 2006
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	17 APR	PAST DUE FEE	\$35.00
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Reminder: If we receive your minimum monthly payment on time for 12 consecutive billing periods, this account will be reviewed for a possible return to your Non-Introductory A.P.R.

You were assessed a past due fee of \$35.00 on 04/17/2006 because your minimum payment was not received by the due date of 04/17/2006. 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:
1-800-903-3637

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

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

509986P

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,623.14	.07096%	25.90%	\$57.70
CASH	\$0.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 5178052424790901 17 2688030015002688037

New Balance	\$2,688.03
Minimum Amount Due	\$2,688.03
Payment Due Date	May 17, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0524-2479-0901

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		

#9010869828216926# MAIL ID NUMBER
JAMES R CARTER
413 E PINE ST
APT 3
CLEARFIELD PA 16830-2550

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

059986



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

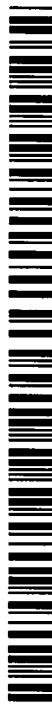
**Get sweet savings on Mother's Day gifts
for all the moms in your life !**

1-800-FLOWERS.COM® always promises you and all the moms you love:

- Freshest flowers artistically designed
- Personal service 24/7 for delivery same day, any day
- 100% satisfaction and freshness guaranteed
- The finest selection of flowers, plants, gift baskets, plush toys, gourmet foods and more
- Gifts exclusively designed for 1-800-FLOWERS.COM® by leading brands you trust.



Your florist of choice.



17803 0 0100
59980F
2

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. **Averaging 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 day of the 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 applied to the applicable segment of your Account.

c. **Minimum Finance Charge.** For any billing period in which 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 rates 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 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 advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been posted to your account. 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 ending 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, we multiply the 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 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

Save 15%*
on your next purchase when
you use Promotion Code CAP66

Save this code! Offer good all year long!

**Call 1-800-FLOWERS® (1-800-356-9377)
or Click www.1800flowers.com today!**

*Exclusive of applicable service and shipping charges and taxes. Items may vary and are subject to availability, delivery rules and times. Items can be ordered online and by phone only. Offers cannot be combined, may not be available on all products and are subject to restrictions, limitations and blackout periods. Offer valid through 12/31/06. Prices and charges are subject to change without notice. Void where prohibited. © 2006 Capital One Services, Inc. Capital One is a federally registered service mark. Trademarks mentioned herein are solely owned by their respective entity. All rights reserved. 1-800-FLOWERS is solely responsible for this offer and is not affiliated with Capital One. Capital One does not provide, endorse, or guarantee any product or service shown here. By responding to this offer, you may be communicating information about yourself to the company that provides this product—for example, that you are a Capital One customer. © 2006 1-800-FLOWERS.COM, INC.

† 1-800-FLOWERS.COM® uses Secure Socket Layer (SSL) encryption technology to secure its website.

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment, 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, add the total 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 Rate), or R (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 May, June, July, August, September, October, November, or December. If the code P (Prime), L (3-mo. LIBOR Reproduced 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 covered by your periodic statement ending in May, June, July, August, September, October, November, or December.

c. If the code D (Prime), L (1-mo. LIBOR), or G (3-mo.

LIBOR Reproduced 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 covered by your periodic statement ending in May, June, July, August, September, October, November, or December.

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 notice to you without waiving our right to assess the same or similar fees in the future.

5. **Terminating 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 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 cards and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel your account, 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 fees, over/under paid returned payment fees, cash advance fees and any other fees applied 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 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. **Using 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 the payment as a check transaction. When we use information from your check to make an electronic fund transfer, the 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 believe your bill is wrong, or if you need more information on a transaction on your bill, you may write 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 the following information: your name and account number, the dollar amount of the suspected error, the date of the transaction and an explanation 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 right if the amount you owe is less 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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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 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 mail and forwarded to us in any 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 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

The undersigned, Gregg L. Morris, hereby states that he is the attorney for Plaintiff in this action and verifies that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief. Counsel has signed the verification at the request of Plaintiff as a matter of time and convenience. Plaintiff has represented to counsel that there is a debt due and owing from Defendant to Plaintiff in the amount as set forth within the foregoing pleading. Plaintiff has provided counsel with all relevant information in order to allow counsel to sign this verification. Plaintiff agrees to provide a verification signed by Plaintiff upon request by Defendant. The statements are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: September 10, 2008



Gregg L. Morris, Esquire
Paterno & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

FILED
M 11:39A.M. 6K
SEP 12 2008 *No cc*

William A. Shaw
Prothonotary/Clerk of Courts *(60)*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK (U.S.A.), N.A.)
)
Plaintiff) NO. 2008-1375
)
)
v.)
)
)
JAMES R CARTER)
)
Defendant(s))
)

**CERTIFICATION OF SERVICE OF
PLAINTIFF'S
INTERROGATORIES (SET I)
ADDRESSED
TO DEFENDANT**

Filed on behalf of:
CAPITAL ONE BANK (U.S.A.),
N.A.

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK (U.S.A.), N.A.)
Plaintiff) NO. 2008-1375
v.)
JAMES R CARTER)
Defendant(s))

CERTIFICATION OF SERVICE
PLAINTIFF'S INTERROGATORIES (SET I) ADDRESSED
TO DEFENDANT

I, Gregg Morris attorney for Plaintiff, above named, hereby certify that a true and correct copy of Plaintiff's Interrogatories (Set I) Addressed to Defendant was served this date by ordinary mail upon the following:

R. Denning Gearhart, Esq.
207 East Market St
Clearfield PA 16830

Respectfully submitted:
Patenaude & Felix, A.P.C.

Date: September 10, 2008

Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

I, GREGG MORRIS, attorney for Plaintiff, CAPITAL ONE BANK (U.S.A.), N.A. , hereby certify that a true and correct copy of foregoing document was served this date by ordinary mail upon the following:

R. Denning Gearhart, Esq.
207 East Market St
Clearfield PA 16830

Date: September 10, 2008

Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK (U.S.A.), N.A.)
Plaintiff) NO. 2008-1375
v.)
JAMES R CARTER)
Defendant(s))

PRAECIPE FOR DEFAULT JUDGMENT

Filed on behalf of:
CAPITAL ONE BANK (U.S.A.),
N.A.

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

FILED Atty pd.
m 11:24 AM OCT 16 2008 20.00
OCT 16 2008
ICCC Notice to Def. & Atty Gearhart
William A. Shaw
Prothonotary/Clerk of Courts
Statement to Atty Morris
GIC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK (U.S.A.), N.A.)
Plaintiff) NO. 2008-1375
v.)
JAMES R CARTER)
Defendant(s))

PLAINTIFF'S PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

Please enter a judgment against the defendant, above named, for failure to file an Answer to Plaintiff's complaint.

Amount claimed in Complaint	\$2,688.03
Interest from April 18, 2006	\$1,726.62
Less payments received	\$0.00
Attorney's fees	\$0.00
TOTAL	\$4,414.65

With continuing interest on the principal amount of \$4,414.65, with interest at the legal rate, plus costs of suit.

I hereby certify that a written notice of intention to file this praecipe was mailed to the defendants and defendants' counsel (if known), after the default had occurred and at least ten (10) days prior to the date of the filing of this praecipe. A copy of the Notice is attached.

Respectfully submitted:
Patenaude & Felix, A.P.C.

Date: October 10, 2008

Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK (U.S.A.), N.A.)
Plaintiff) NO. 2008-1375
v.)
JAMES R CARTER)
Defendant(s))

**PLAINTIFF'S AFFIDAVIT OF NON-MILITARY SERVICE AND MAILING OF
NOTICE PURSUANT TO PA.R.C.P. 1037(b)**

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF CLEARFIELD)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared GREGG MORRIS, attorney for and authorized representative of Plaintiff, who being duly sworn according to law, deposes and states that the defendant(s), JAMES R CARTER, is not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that Notice of Intent to take Default Judgment was mailed in accordance with Pa.R.C.P.237.1, as evidenced by the attached copy.

Respectfully submitted:
Paterno & Felix, A.P.C.

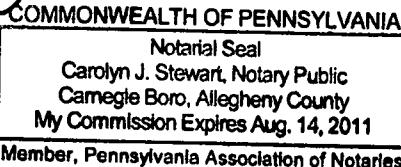
Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

Date: October 10, 2008

Sworn to and subscribed before me this

10 day of Oct., 2008

Carolyn J. Stewart
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK (U.S.A.), N.A.)
)
Plaintiff) NO. 2008-1375
)
)
v.)
)
)
JAMES R CARTER)
)
Defendant(s))
)

IMPORTANT NOTICE

Filed on behalf of:
CAPITAL ONE BANK (U.S.A.), N.A.

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK (U.S.A.), N.A.)
Plaintiff) NO. 2008-1375
)
)
v.)
)
JAMES R CARTER)
)
Defendant(s))
)

To: James R Carter R. Denning Gearhart, Esq.
428 Anderson St 207 East Main St
Curwensville Pennsylvania 16833 Clearfield Pennsylvania 16830

Date of Notice: September 30, 2008

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 NOTICE TO A 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.

Clearfield County Courthouse
David S. Meholic, Court Administrator 230 East Market Street
Clearfield PA 16830

814-765-2641

Respectfully submitted:
Paterno & Felix, A.P.C.

John

Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

Date: September 30, 2008

I, GREGG MORRIS, attorney for Plaintiff, CAPITAL ONE BANK (U.S.A.), N.A. , hereby certify that a true and correct copy of foregoing document was served this date by ordinary mail upon the following:

R. Denning Gearhart, Esq.
207 East Market St
Clearfield PA 16830

James R Carter
428 Anderson St
Curwensville PA 16833

Date: September 30, 2008

Gregg L. Morris, Esquire
Paterno & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK (U.S.A.), N.A.)
)
)
Plaintiff) NO. 2008-1375
)
)
)
v.)
)
)
JAMES R CARTER)
)
)
Defendant(s))
)

**NOTICE OF ORDER, DECREE
OR JUDGMENT**

Filed on behalf of:
CAPITAL ONE BANK (U.S.A.),
N.A.

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK (U.S.A.), N.A.)
Plaintiff) NO. 2008-1375
v.)
JAMES R CARTER)
Defendant(s))

NOTICE OF ORDER, DECREE OR JUDGMENT
AGAINST JAMES R CARTER ONLY

TO: ()Plaintiff (x)Defendant ()Garnishee ()Additional Defendant

You are hereby notified that the following Order, Decree, or Judgment has been entered against you on October 16, 2008.

Decree Nisi in Equity
 Final Decree in Equity
 Judgment of Confession Verdict Court Order
 Default Non-suit
 Non-Pros Arbitration Award

(X) Judgment in the amount of \$4,414.65, plus costs.
() District Justice Transcript of Judgment in the amount of \$ _____, plus costs.
() If not satisfied within sixty (60) days, your motor vehicle operator's license will be suspended by the Department of Transportation.

Prothonotary

By

Deputy

If you have questions concerning the above, please Contact:

Name of Attorney: GREGG MORRIS, Esquire
213 East Main St
Carnegie PA 15106
(412)-429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Capital One Bank
Plaintiff(s)

No.: 2008-01375-CD

Real Debt: \$4,414.65

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

James R. Carter
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 16, 2008

Expires: October 16, 2013

Certified from the record this 16th day of October, 2008.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104464
NO: 08-1375-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: JAMES R. CARTER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PATENAUME	21785	10.00
SHERIFF HAWKINS	PATENADUE	21785	32.04

S, FILED
012:30pm
DEC 26 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff