

08-1859-CD
Capital One vs Kathryn Ammerman

FILED

MAY 07 2010

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 08-1859-CD

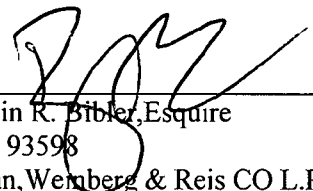
KATHERYN L AMMERMAN

Defendant

PRAECIPE FOR SATISFACTION OF JUDGMENT

At the request of the undersigned attorneys for the Plaintiff, you are directed to satisfy the above-captioned Judgment.

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

By: 
Benjamin R. Bibler, Esquire
PA ID# 93598
Welman, Weinberg & Reis CO L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Sworn to and subscribed
before me this _____
day of October, 10

NOTARY PUBLIC

FILED pd \$7.00
8/8/34/2010 B. Hugney-Shope
acc Atty Hugney-Shope
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), NA

Plaintiff

No. 08-1859-CD

vs.

**PRAECIPE FOR SATISFACTION OF
JUDGMENT**

KATHERYN L AMMERMAN

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R. Bibler, Esquire
PA ID# 93598
Weltman, Weinberg & Reis CO L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

FILED

NOV 02 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 08-1859-CD

KATHERYN L AMMERMAN

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 Nov. 2, 2009

(xx) Assumpsit Judgment in the amount
 of \$800.00 ~~plus~~.

() Trespass Judgment in the amount
 of \$_____ plus 6% interest from the date of judgment

() 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.

(xx) Entry of Judgment of
 ☐ Court Order
 ☐ Non-Pros
 ☐ Confession
 ☐ Default
 ☐ Verdict
 ☐ Arbitration
 ☐ Award
 (XX) By Consent

Prothonotary

KATHERYN L AMMERMAN
29 CAPRICORN DR
CLEARFIELD, PA 16830

By: 
PROTHONOTARY (OR DEPUTY)

4. All payments are to be made payable to the order of "Capital One Bank (USA), NA"

5. The first payment due under this agreement is to be received at the offices of Weltman, Weinberg & Reis, Co., L.P.A., 436 Seventh Avenue, Suite 1400, Pittsburgh, PA 15219. All future payments are to be mailed to the offices of Weltman, Weinberg & Reis, Co., P.O. Box 5430, Cleveland, OH 44101-0430.

6. In the event of default, each payment received shall be first attributed to interest and then to principal.

7. Time is of the essence of this agreement and should the Defendant fail to have in the hands of Plaintiff or Plaintiff's counsel any payment in full within five (5) calendar days of the stated due date, then Plaintiff shall be immediately free to issue Execution as well as pursue all other remedies, in law or in equity, to collect the full balance of the Judgment entered hereunder plus appropriate additional interest and costs.

8. No act or omission of the Plaintiff, nor of anyone alleged to be acting on its behalf, shall constitute a waiver, estoppel, or any other excuse for non-performance of any duty undertaken by the Defendant in this Stipulation which the parties agree is final and complete.

9. Intending to be legally bound, the parties set their hands and seals this 27th day of October 2009.

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

By: 

Benjamin R. Bibler, Esquire

PA I.D. #93598

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR No. 6836997

By: 

Defendant Katheryn L. Ammerman

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 08-1859-CD

KATHERYN L AMMERMAN

Defendant

**STIPULATION OF THE PARTIES FOR PAYMENT
AND FOR THE ENTRY OF JUDGMENT BY CONSENT**

TO THE PROTHONOTARY:

Kindly enter Judgment in favor of Plaintiff and against the Defendant, Katheryn L Ammerman, above-named, in the amount of \$800.00 pursuant to the Stipulation of the Parties for Payment and for the Entry of Judgment by Consent, as follows:

1. Defendant admits indebtedness to Plaintiff in the amount of \$800.00 with continuing interest thereon at a rate of 6.0% per annum plus costs from the date of judgment.
2. To secure the repayment of said indebtedness, Defendant agrees that Judgment by Consent will be entered in favor of the Plaintiff and against the Defendant, Katheryn L Ammerman, in the amount of \$800.00 plus continuing interest thereon at the rate of 6.0% per annum from the date of judgment.
3. Plaintiff agrees not to execute on its Judgment so long as Defendant causes to be delivered to Plaintiff the following payments in full by 12:00 NOON on the following dates:
 - (a) \$50.00 due by October 25, 2009;
 - (b) \$50.00 due on the twenty-fifth day of each consecutive month thereafter until the Judgment amount plus accrued interest and costs are paid in full.

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 08-1859-CD

KATHERYN L AMMERMAN

Defendant

PRAECIPE FOR JUDGMENT BY CONSENT


TO THE PROTHONOTARY:

Kindly enter Judgment against Defendant, Katheryn L Ammerman, in the amount of \$800.00 based upon the consent of the parties.

CONSENTED TO:

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

KATHERYN L AMMERMAN,

By: 
Attorney for Plaintiff

By: 
Defendant

WWR#6836997

FILED
NOV 02 2009
11/3/09
William A. Shaw
Prothonotary/Clerk of Courts
Case to ~~August~~ **Atty**
DEFT
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK (USA), NA

Plaintiff

No.08-1859-CD

vs.

**PRAECIPE FOR ENTRY OF JUDGMENT
BY CONSENT**

KATHERYN L AMMERMAN

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R. Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#6836997

FILED

FEB 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff,

vs.

KATHERYN L. AMMERMAN,

Defendant.

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* **NO. 2008-1859-CD**

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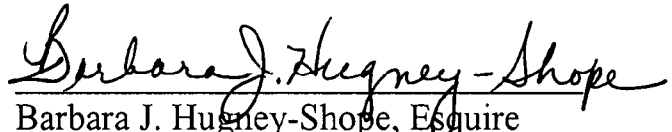
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CERTIFICATE OF SERVICE

AND NOW, this 17th day of February, 2009, I, Barbara J. Hugney-Shope, Esquire, do hereby certify that I served a certified copy of the Defendant's ANSWER to the Complaint filed in the above-captioned action on James C. Warmbrodt, Esquire, of WELTMAN, WEINBERG & REIS CO., L.P.A., attorney for the Plaintiff in the above-captioned matter, by depositing same with the U.S. POSTAL SERVICE - FIRST CLASS MAIL - POSTAGE PREPAID on the 17th of February, 2009, addressed to the following:

James C. Warmbrodt, 425224
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219



Barbara J. Hugney-Shope, Esquire
Attorney for Defendant

PA Supreme Ct. I.D. No. 26274
28478 Frenchville-Karthaus Hwy.
P.O. Box 232
Frenchville, PA 16836
(814) 263-7357

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

CAPITAL ONE BANK (USA), N.A.
Plaintiff,

vs.

KATHERYN L. AMMERMAN,
Defendant.

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* **NO. 2008-1859-CD**

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* **Type of Case: CIVIL ACTION**

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* **Type of Pleading: CERTIFICATE
OF SERVICE**

*

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* **Filed on behalf of: DEFENDANT**

*

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*

* **Counsel of Record for this Party:**

* **BARBARA J. HUGNEY-SHOPE**

* **Attorney at Law**

*

* **Supreme Court I. D. No. 26274**

* **28478 Frenchville-Karthaus Hwy.**

* **P.O. Box 232**

* **Frenchville, PA 16836**

* **(814) 263-7357**

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William A. Shaw
Prothonotary/Clerk of Courts

FILED

FEB 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

IN RE: PETITION FOR RULE TO
DISTRIBUTE MONIES

2008-1876-CD

TO THE HONORABLE FREDRIC J. AMMERMAN, PRESIDENT JUDGE OF SAID COURT:

NOW COMES the Clearfield County Tax Claim Bureau through its Director, Jennifer A. M. Wooster, and respectfully represents:

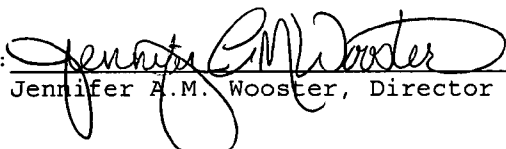
1. That the Bureau, as directed by Act 542 of 1947 Article VI Sec. 601, held an Upset Tax Sale on Friday, September 12, 2008 at which time the subject property, as shown in Exhibit "A", was sold.
2. That the Bureau filed a Consolidated Return on October 2, 2008 which included said sale.
3. That a Petition to Set Aside Tax Sale was filed at 2008-2031-CD and hearing was scheduled for November 14, 2008. On December 12, 2008, a Praecipe To Withdraw that Petition was filed with the Court by the Plaintiff.
4. That the Bureau filed a petition and was granted a rule dated December 4, 2008 to distribute monies collected at the sale. However, the subject sale as identified in case No. 2008-2031-CD was excluded pending further action.

THEREFORE, the Bureau now petitions the Court of Common Pleas for confirmation of distribution of monies collected in the sale of the referenced property by the schedule attached as Exhibit "A".

WHEREFORE, the petitioner prays that rule be granted and directed to all Parties of interest in this property to show cause why the above mentioned monies should not be distributed as set forth in Exhibit "A".

TAX CLAIM BUREAU OF CLEARFIELD COUNTY

BY:


Jennifer A.M. Wooster, Director

FILED NO CC
01/10/11/17/09
FEB 13 2009 (611)

William A. Shaw
Prothonotary/Clerk of Courts

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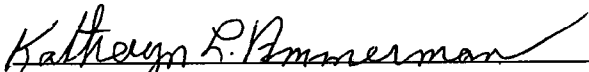
FEB 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

VERIFICATION

I verify that the statements made in the within Answer are true and correct.

I understand that false statements herein are made subject to the penalties of 18
PA.C.S.A., Section 4904, relating to unsworn falsification to authorities.


Katheryn L. Ammerman

Dated: Feb. 11, 2009

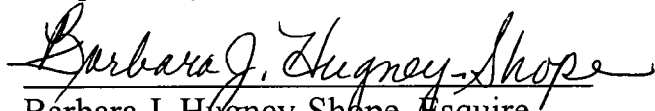
receive the requested accounting and no further bills from July, 2007, until Plaintiff filed its Complaint on September 29, 2008.

6. Denied. Defendant denies that Plaintiff is entitled to any interest or late charges that may have accrued from July, 2007, since Plaintiff failed to provide her with the accounting she requested and failed to send her any statements from July, 2007, until she was served with the Complaint filed by Plaintiff on September 29, 2008, with a statement attached as Exhibit "1".

7. Denied. Defendant denies that Plaintiff repeatedly requested payment. On the contrary, Plaintiff failed to provide the accounting requested by Defendant and then failed to send her statements after July, 2007.

WHEREFORE, Defendant respectfully requests that the Plaintiff's Complaint be dismissed with all costs and attorney's fees assessed to Plaintiff.

Respectfully submitted,


Barbara J. Hugney-Shope, Esquire
Attorney for Defendant

2. Admitted.

3. Denied. All averments contained in Paragraph 3 of Plaintiff's Complaint are denied on the basis that Defendant is without sufficient knowledge, information and belief to form an opinion as to the truth of the averment, and strict proof of the same is demanded at the time of trial. In further answer, Defendant destroyed the credit card she had with Capital One Bank believing that it had been paid off since she received no further statements after July, 2007, and has no record or independent recollection of the account number.

4. Denied. All averments contained in Paragraph 4 of Plaintiff's Complaint are denied on the basis that Defendant is without sufficient knowledge, information and belief to form an opinion as to the truth of the averment, and strict proof of the same is demanded at the time of trial.

5. Denied. All averments contained in Paragraph 5 of Plaintiff's Complaint are denied on the basis that Defendant is without sufficient knowledge, information and belief to form an opinion as to the truth of the averment, and strict proof of the same is demanded at the time of trial. In further answer, Defendant requested an accounting of the subject account from Plaintiff which Plaintiff failed to provide, and Defendant believed that the account was satisfied since she did not

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

CAPITAL ONE BANK (USA), N.A.,
Plaintiff,

vs.

KATHERYN L. AMMERMAN
Defendant.

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NO. 2008-1859-CD

A N S W E R

AND NOW, comes the Defendant, who by and through her attorney, Barbara J. Hugney-Shope, Esquire, and files the following Answer to Plaintiff's Complaint in this matter and in support thereof avers as follows:

1. Denied. All averments contained in Paragraph 1 of Plaintiff's Complaint are denied on the basis that Defendant is without sufficient knowledge, information and belief to form an opinion as to the truth of the averment, and strict proof of the same is demanded at the time of trial.

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

CAPITAL ONE BANK (USA), N.A.
Plaintiff,

vs.

KATHERYN L. AMMERMAN,
Defendant.

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* **NO. 2008-1859-CD**
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*
* **Type of Case: CIVIL ACTION**
*
*
* **Type of Pleading: ANSWER**
*
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*
* **Filed on behalf of: DEFENDANT**
*
*
*
* **Counsel of Record for this Party:**
* **BARBARA J. HUGNEY-SHOPE**
* **Attorney at Law**
*
* Supreme Court I. D. No. 26274
* 28478 Frenchville-Karthus Hwy.
* P.O. Box 232
* Frenchville, PA 16836
* (814) 263-7357

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FEB 13 2009

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Atty Hugney-Shope

5
William A. Shaw
Prothonotary/Clerk of Courts

(610)

FILED

JAN 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104732
NO: 08-1859-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK (USA), N.A.
vs.
DEFENDANT: KATHERYN L. AMMERMAN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3568282	10.00
SHERIFF HAWKINS	WELTMAN	3568282	22.00

5
FILED
01/16:50 Lm
JAN 20 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

FILED

OCT 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1859-CD

CAPITAL ONE BANK (USA), N.A.

vs

KATHERYN L. AMMERMAN

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 10/29/2008

HEARING:

PAGE: 104732

DEFENDANT: KATHERYN L. AMMERMAN

ADDRESS: 29 CAPRICORN DR
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED William A. Shaw
Notary/Clerk of Courts

ATTEMPTS

10-10-08 N/A

SHERIFF'S RETURN

NOW, 10/17/08 AT 1111 AM / PM SERVED THE WITHIN

COMPLAINT ON KATHERYN L. AMMERMAN, DEFENDANT

BY HANDING TO Kathryn L. Ammerman self

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

ADDRESS SERVED 29 Capricorn dr. Clearfield Pa 16830

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR KATHERYN L. AMMERMAN

AT (ADDRESS) _____

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

I MAKE RETURN OF NOT FOUND AS TO KATHERYN L. AMMERMAN

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers CHESTER A. HAWKINS, SHERIFF

BY: Deputy Signature

S. Hunter
Print Deputy Name

FILED

SEP 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

CAPITAL ONE BANK (USA), N.A.,
Plaintiff,

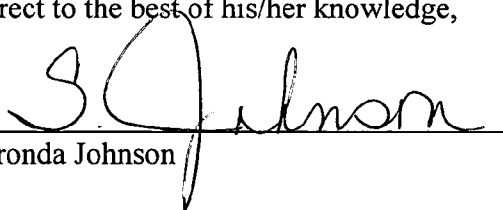
v.

KATHERYN L AMMERMAN
Defendant(s).

VERIFICATION

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 an authorized agent of Capital One Services, Inc., an affiliate of and service provider to **CAPITAL ONE BANK (USA), N.A.**, Plaintiff herein, and that he/she is duly authorized to make this Verification, 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.

Dated: 08-27-2008


Sharonda Johnson

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 payment due date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the payment due 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 balances 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 days in the current billing cycle. To calculate your total finance charge, multiply

your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
b. If the code P (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months of January, April, July and October.

c. If the code D (Monthly Prime), F (Monthly LIBOR), or G (Treasury LIBOR) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

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

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

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing and cease using your account. After your request to close, if you continue to transact or do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to keep your account open. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed.

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

8. Notice About Electronic Check Conversion.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case of Errors or Questions about Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† **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.

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TC-08

O10M6056 - 1 - 04/10/07

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.

CapitalOne

what's in your wallet?

KATHERYN L AMMERMAN

YOU'RE BEHIND BY

6

PAYMENTS

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

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

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

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

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

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500013-08503

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$1,059.65	\$0.00	\$15.01	\$39.00	\$1,113.66	\$363.66	Dec. 07, 2007

Oct. 12, 2007 — Nov. 12, 2007

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account
4862-3626-3496-1919

Your Account Information

TOTAL CREDIT LINE	\$750.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$750.00
AVAILABLE CREDIT FOR CASH	\$0.00

Your account is six payments behind. If we charge off your account due to late payments, we will report the charged-off status to several national credit bureaus, and the Purchase APR as reflected on this statement will be applied to all your outstanding balances. Act now to prevent this from happening. Please pay the amount due on your statement or give us a call at 1.800.955.6600. We'll work with you so you can take control of your account and start rebuilding your credit with Capital One.

Payments, Credits & Adjustments

Transactions

1	05 NOV	PAST DUE FEE	\$39.00
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Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$1,076.59	0.04356% P	15.90%	\$15.01
Cash	\$0.00	0.05751% P	20.95%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 15.90%



At Your Service 1-800-903-3637

To call Customer Relations or to report a lost or stolen card:



Send payments to:

Capital One Bank · P.O. Box 70884 · Charlotte, NC 28272-0884



Send inquiries to:

Capital One · P.O. Box 30285 · Salt Lake City, UT 84130-0285



Have a question about a charge on your statement?

Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes.

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

EXHIBIT

1

6056 506

1 07 11 071112

PAGE 1 of 1

01DM6056

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE

0 4862362634961919 11 1113660022000363669

CapitalOne

what's in your wallet?

New Balance Minimum Payment Due Date

\$1,113.66

\$363.66

Dec. 07, 2007

PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed

Capital One Bank
P.O. Box 70884
Charlotte, NC 28272-0884



Account Number: 4862-3626-3496-1919

Please print address or phone number changes below using blue or black ink.

Address

Home Phone

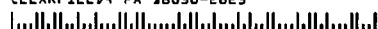
Alternate Phone

E-mail address

@

#9031726850294846# MAIL ID NUMBER

KATHERYN L AMMERMAN
29 CAPRICORN DR
CLEARFIELD, PA 16830-2823



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

COMPLAINT

1. Plaintiff, CAPITAL ONE BANK (USA), N~~a~~ 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:

KATHERYN L AMMERMAN
29 CAPRICORN DR
CLEARFIELD, PA 16830

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXX1919 .

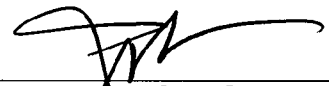
4. Defendant made use of said credit card and has a current balance due of \$1280.22 , as of July 22, 2008 .

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 15.900% per annum on the unpaid balance from July 22, 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 , KATHERYN L AMMERMAN , INDIVIDUALLY , in the amount of \$1280.22 with continuing interest thereon at the rate of 15.900% per annum from July 22, 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
06836997 C N Pit KLA

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 OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK (USA), N.A

Plaintiff

vs.

Civil Action No

KATHERYN L AMMERMAN

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

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff

vs.

KATHERYN L AMMERMAN

Defendant

No:

08-1859-CD

COMPLAINT IN CIVIL ACTION

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
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FILED
m/11-21/201
SEP 29 2008
William A. Shaw
Prothonotary/Clerk of Courts
icc Sheriff
Att'y pd. \$95.00