

08-2017-CD  
Capital One vs Danielle C. Bobby

08-2017-CD

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

CAPITAL ONE BANK,

Plaintiff, No. 718-2006-CD

**FILED**

vs.

**SEP 29 2008**

DANIELLE C BOBBY ,

TONYA S. GEIST  
PRO. & CLERK of COURTS

Defendant..

ORDER OF COURT

AND NOW, this 29<sup>th</sup> day of September, 2008, it appearing to the Court that the proper venue for this action is Clearfield County, Pennsylvania, it is ORDERED, ADJUDGED and DECREED that this action be and hereby is transferred to Clearfield County.

By the Court,



**ENTERED**

5  
**FILED** Billable-  
m 10:22 AM Atty Molczan  
OCT 22 2008 \$75.00  
(5)

William A. Shaw  
Prothonotary/Clerk of Courts

**SCANNED**

WWR No. 05215869

FILED

IN THE COURT OF COMMON PLEAS OF JEFFERSON COUNTY, PENNSYLVANIA, CIVIL DIVISION: 43

CAPITAL ONE BANK,

No. 718-2006-CD

TONYA S. GEIST  
EFFERSON COUNTY  
PROBATE, MUNICIPAL AND  
COMMON PLEAS COURTS

Plaintiff,

v.

**MOTION FOR CHANGE OF VENUE**

DANIELLE C BOBBY ,

Defendant.

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO.,  
L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

ENTERED

SCANNED  
WWR No. 05215869

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

FILED

2008 SEP 29 P 1:43

CAPITAL ONE BANK

Plaintiff, No. 718-2006-CD

TANYA S. GEIST  
JEFFERSON COUNTY  
CLERK OF COURT  
CLERK OF MINTAIN AND  
RECEIVE COURT

vs.

DANIELLE C BOBBY ,

Defendant..

MOTION FOR CHANGE OF VENUE

AND NOW, comes the Plaintiff, by and through its attorneys, Weltman, Weinberg & Reis, Co., L.P.A., and files the following Motion for Change of Venue:

1. On or about September 05, 2006 Plaintiff filed a Complaint in the Court of Common Pleas of Jefferson County, Pennsylvania.

2. On or about January 15, 2008, Plaintiff learned that No Service had been made on the Defendant.

3. On or about February 06, 2008 Plaintiff was notified by Post-Office Check that the Defendant moved and has a new address of 487 Sunset Lake Road, Rockton, Pa. 15856, which is under the jurisdiction of Clearfield County, Pennsylvania.

4. On or about July 24, 2008 Plaintiff contacted the Tax Assessment office of Clearfield County and confirmed that the Defendant's address of 487 Sunset Lake Road, Rockton, Pa. 15856 is under the jurisdiction of Clearfield County, Pennsylvania.

5. Jefferson County is not the proper venue for this action.

6. Clearfield County is the proper venue for this action.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an order transferring this action from Jefferson County to Clearfield County, together with any further relief that this Honorable Court deems appropriate.

Respectfully submitted,

  
\_\_\_\_\_  
William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is an attorney for the Plaintiff herein and makes this Verification based upon the facts as supplied to him by the Plaintiff because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.

  
\_\_\_\_\_  
William T. Molczan, Esquire

CERTIFICATE OF SERVICE

FILED

A true and correct copy of the within Motion has been served by U.S. Mail, Postage Pre-Paid, on  
2008 SEP 29 P 1:43

26<sup>th</sup> of September, 2008 upon the following:

TONYA S. GEIST  
JEFFERSON COUNTY  
PROTHONOTARY AND  
CLERK OF COURTS

Danielle C Bobby

487 Sunset Lake Rd

Rockton, Pa 15856

BY: W.T.M.

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

RECEIVED  
NOV 29 2007  
1001 NOV 29 10 21 16  
No. 718 C.D. 2006

Now, November 29, 2007 I return the Re-Instituted Notice and Complaint for DANIELLE C. BOBBY, Defendant, to the Prothonotary's Office marked "not found; defendant is currently residing at 487 Sunset Lake Road, Rockton, PA 15856 which is not located in Jefferson County".

Advance Costs Received: \$125.00  
My Costs: 46.34 Paid  
REFUNDED: \$ 78.66

So Answers,

  
Thomas A. Densler Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

SCANNED

ENCL

FILED

NOV 26 2007

TONYA S. GEIST  
PRO. & CLERK OF COURTS

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

CAPITAL ONE BANK

Plaintiff No. 718-2006-CD

vs. PRAECIPE TO REINSTATE COMPLAINT

DANIELLE C BOBBY

Defendant FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C Warmbrodt, Esquire  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#05215869

ENTERED

SCANNED

FILED

NOV 26 2007

TONYA S. GEIST  
PRO. & CLERK of COURTS

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 718-2006-CD

DANIELLE C BOBBY

Defendant

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint. in the above captioned matter.

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

By: \_\_\_\_\_

James C Warmbrodt, Esquire

PA I.D. #42524

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #05215869

FILED

2006 SEP -5 P 2:21

TONYA S. GEIST  
JEFFERSON COUNTY  
PROTHONOTARY AND  
CLERK OF COURTS

IN THE COURT OF COMMON PLEAS OF JEFFERSON COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No: 718-2006-C0

vs.

COMPLAINT IN CIVIL ACTION

DANIELLE C BOBBY

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
05215869 C A Pit KEB

And now, 11-26-07  
The within Complaint is Reinstated

Dorenda Silvers, Deputy  
Prothonotary

ENTERED

SCANNED

FILED

200 OCT 12 P 3 25

No. 718 C.D. 2006

Now, October 5, 2006, I return the Notice and Complaint for DANIELLE C. BOBBY, Defendant, to the Prothonotary's Office marked "not found; defendant has moved to somewhere in Rockton, PA which is in Clearfield County".

Advance Costs Received: \$125.00  
My Costs: 42.82 Paid  
REFUNDED: \$ 82.18

So Answers,

  
\_\_\_\_\_  
Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

ENTERED

SCANNED

FILED

2006 SEP -5 P 2:21

TONYA S. GEIST  
JEFFERSON COUNTY  
CLERK OF COURT AND  
RECEIVER OF RECORDS

IN THE COURT OF COMMON PLEAS OF JEFFERSON COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No: 718-2006-CD

vs.

COMPLAINT IN CIVIL ACTION

DANIELLE C BOBBY

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
05215869 C A Pit KEB

11/20/2006  
LAW OFFICES OF  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 SEVENTH AVENUE  
SUITE 2718  
PITTSBURGH, PA 15219  
FAX: 412-338-7130  
E-MAIL: [05215869@ca.pit.weltd.com](mailto:05215869@ca.pit.weltd.com)  
ATTTEST:  
PROTHONOTARY-CLERK

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

**F I L E D**

2006 SEP -5 P 2:21

CAPITAL ONE BANK

Plaintiff  
vs.

Civil Action No

118-2006-C0

DANIELLE C BOBBY

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.

LAUREL LEGAL SERVICES INC.  
JEFFERSON COUNTY OFFICE  
194 MAIN STREET  
BROOKVILLE, PA 15825  
(814) 849-3044

TRUE COPY *John S. Geist*  
ATTEST: *John S. Geist*  
PROTHONOTARY - CLERK

COMPLAINT

1. Plaintiff, CAPITAL ONE BANK is a corporation with offices at 6851 JERICHO TURNPIKE #190 SYOSSET , NY 11791 .

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

DANIELLE C BOBBY  
3 RR 3 POB 351A  
PUNXSUTAWNEY, PA 15767

3. Defendant applied for and received a credit card bearing the account number 5178052166195939 .

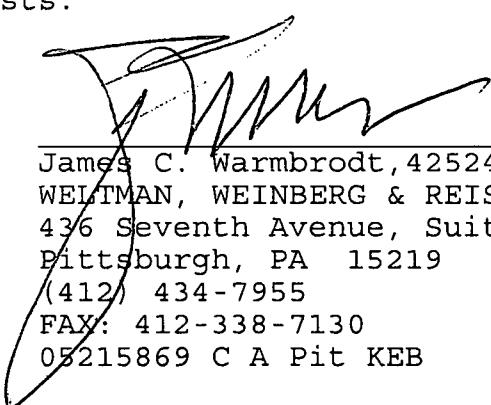
4. Defendant made use of said credit card and has a current balance due of \$2468.55 , as of August 17, 2006 .

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 25.900% per annum on the unpaid balance from August 17, 2006 . A copy of Plaintiff's STATMENT 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 , DANIELLE C BOBBY , INDIVIDUALLY , in the amount of \$2468.55 with continuing interest thereon at the rate of 25.900% per annum from August 17, 2006 plus costs.

  
James C. Warmbrodt, 42524  
WEITMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
05215869 C A Pit KEB

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.



1. How To Avoid A Finance Charge.
- † a. **Grace Period.** You will have a minimum grace period of 20 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges added to your total "New Balance", in accordance with the important notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. **Accruing Finance Charges.** Transactions which are not paid within 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 or the front of the next statement closing date, but did not do so for the entire month. Unpaid finance charges are added to the applicable amount of your Account.
- † c. **Minimum Finance Charge.** For each billing period, if 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. **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 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 that did not accrue 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 (if your new balance was zero or a credit amount), new purchases segments are added to the daily balances. We calculate the average daily balance by adding the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variation between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

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

3. Annual Percentage Rate.

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

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rate and corresponding ANNUAL PERCENTAGE RATES may vary and increase and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repriced Monthly) appears on the front of your account next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may very 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.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Our account will be assessed no more than two of the fees listed below 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. **Renewing 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 fees 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 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 your authorization to use 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 all amounts whether they appear on your account at the time you request to close the account or they are incurred after you have requested 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, 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 transactions.

**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 of paper 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 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 for 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

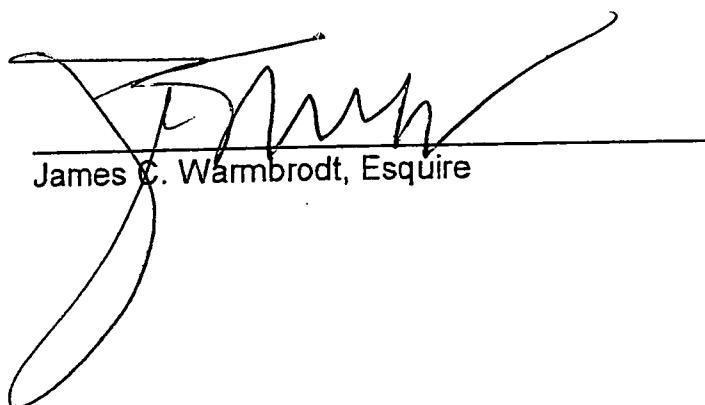
† Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com). Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One

01LGLBAK

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is an attorney for the Plaintiff herein and makes this Verification based upon the facts as supplied to him by the Plaintiff because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.

  
\_\_\_\_\_  
James C. Warmbrodt, Esquire

FILED

2006 SEP -5 P 2:21

TONYA S. GEIST  
JEFFERSON COUNTY  
PROTHONOTARY AND  
CLERK OF COURT

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

CAPITAL ONE BANK

Plaintiff

No: 718-2006-CD

vs.

COMPLAINT IN CIVIL ACTION

DANIELLE C BOBBY

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
05215869 C A Pit KEB

And now, 11-56-07  
The within Complaint is Reinstated

Douglas Silvers, Deputy  
Prothonotary

December 19 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Willie L. Shar  
Deputy Prothonotary

ENTERED

Sept. 25, 2009 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Willie L. Shar  
Deputy Prothonotary

SCANNED

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

FILED

2006 SEP -5 P 2:21

CAPITAL ONE BANK

Plaintiff  
vs.

Civil Action No 718-2006-CO

DANIELLE C BOBBY

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.

LAUREL LEGAL SERVICES INC.  
JEFFERSON COUNTY OFFICE  
194 MAIN STREET  
BROOKVILLE, PA 15825  
(814) 849-3044

COMPLAINT

1. Plaintiff, CAPITAL ONE BANK is a corporation with offices at 6851 JERICHO TURNPIKE #190 SYOSSET , NY 11791 .

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

DANIELLE C BOBBY  
3 RR 3 POB 351A  
PUNXSUTAWNEY, PA 15767

3. Defendant applied for and received a credit card bearing the account number 5178052166195939 .

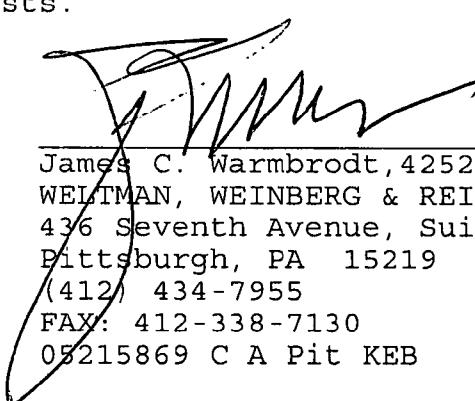
4. Defendant made use of said credit card and has a current balance due of \$2468.55 , as of August 17, 2006 .

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 25.900% per annum on the unpaid balance from August 17, 2006 . 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 , DANIELLE C BOBBY , INDIVIDUALLY , in the amount of \$2468.55 with continuing interest thereon at the rate of 25.900% per annum from August 17, 2006 plus costs.

  
James C. Warmbrodt, 42524  
WEITMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
05215869 C A Pit KEB

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.



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

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you do not pay your "New Balance" in full by 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 you do not accumulate 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. **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 average 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. At the end of the billing period, we add up the results of the daily calculations for each segment's daily 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 new purchases, credit purchases, or transfers 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 total balances for each segment and dividing by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

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

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

**3. Annual Percentage Rates (APR).**

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

b. If the code P (Prime), L (3-mo, LIBOR), C (Certificate of Deposit), or S (Bankers 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.

c. If the code D (Prime), G (3-mo, LIBOR Rate, or 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 the months January, April, July and October.

d. If the code B (Bankers Prime) 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.** 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. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date of this statement to notify us to avoid paying that 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 Request to Close Your Account.** If you 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 your authorization to reopen your account. Additionally, your account will not be closed until we have paid in full all amounts due to us for 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 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 amount balance has been paid in full as defined above.

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

**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 of paper, provide the name and/or invoice number 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 are mailing a written statement, a description of the item you are unsure about. Do not do 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 of the purchase. This right is called "statute of 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**

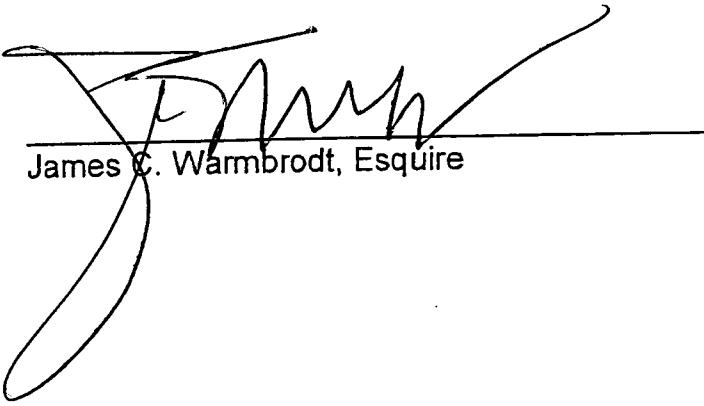
**‡ Does not apply to business non-credit card accounts**

Capital One supports Information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com).  
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One

01LGLBAK

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is an attorney for the Plaintiff herein and makes this Verification based upon the facts as supplied to him by the Plaintiff because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.



James C. Warmbrodt, Esquire

PLEASE REMIT:

Bill for service -

October 22, 2008

Transfer of Case from Jefferson County:  
Capital One Bank  
Vs.  
Danielle C. Bobby  
Clearfield County No.: 08-2017-CD

Cost: \$75.00

Remit to: Clearfield County Prothonotary, PO Box 549, Clearfield, PA 16830

William T. Molczan, Esq:

Please remit \$75.00 for the transfer of the above-referenced case at your earliest convenience. No further filings can be accepted until this fee is paid. If you have any questions, please contact my office at (814) 765-2641, ext. 1330. Thank you.

Sincerely,

  
William A. Shaw  
Prothonotary

Enclosures

Date: 10/22/2008 Clearfield County Court of Common Pleas NO. 1926447  
Time: 10:18 AM Receipt Page 1 of 1

Received of: Capital One Bank (plaintiff) \$ 0.00

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Zero and 00/100 Dollars

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Case: 2008-02017-CD Plaintiff: Capital One Bankvs.Danielle C. Amount

Civil Complaint - Transfer from Another County 0.00

Total: 0.00

Payment Method: Cash William A. Shaw, Prothonotary/Clerk of Cou  
Amount Tendered: 0.00 By: \_\_\_\_\_  
Clerk: BHUDSON Deputy Clerk

5  
FILED pd \$7.00 Atty  
m 12:30 pm cc reinstated Complaint  
DEC 19 2008 to Shff  
William A. Shaw  
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff No. 2008-02017-CD

vs. PRAECIPE TO REINSTATE COMPLAINT

DANIELLE C BOBBY

Defendant FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#05215869

REI CLEARFIELD CO.  
TRANSFER CASE.  
(This was transferred  
from Jefferson Co.)  
REI call me w/ Q's  
at (412) 434-7955

Thanks,  
Kinesay Rose

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2008-02017-CD

DANIELLE C BOBBY

Defendant

**PRAECIPE TO REINSTATE COMPLAINT**

Kindly reinstate the Complaint in the above captioned matter.

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

By: \_\_\_\_\_  
JAMES C WARMBRODT, ESQ.  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR #05215869

**FILED**

**SEP 05 2006**

**TONYA S. GEIST  
PRO. & CLERK of COURTS**

IN THE COURT OF COMMON PLEAS OF JEFFERSON COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No: 718-2006-CD

vs.

COMPLAINT IN CIVIL ACTION

DANIELLE C BOBBY

Defendant

FILED ON BEHALF OF  
Plaintiff

And now, 11-26-07  
The within Complaint is Reinstated

Deborah Silverside, Deputy  
Prothonotary

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
05215869 C A Pit KEB

1. EXACT COPY  
2. TEST: [Signature]  
3. PROTHONOTARY - CLERK

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

**FILED**

CAPITAL ONE BANK

SEP 05 2006

Plaintiff  
vs.

Civil Action No

TONYA S. GEIST  
PRO. & CLERK of COURTS

DANIELLE C BOBBY

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.

LAUREL LEGAL SERVICES INC.  
JEFFERSON COUNTY OFFICE  
194 MAIN STREET  
BROOKVILLE, PA 15825  
(814) 849-3044



COMPLAINT

1. Plaintiff, CAPITAL ONE BANK is a corporation with offices at 681  
JERICHO TURNPIKE #190 SYOSSET , NY 11791 .

FILED

SEP 05 2006

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

TONY ASCEST  
PRO. & CLERK OF COURTS

DANIELLE C BOBBY  
3 RR 3 POB 351A  
PUNXSUTAWNEY, PA 15767

3. Defendant applied for and received a credit card bearing the  
account number 5178052166195939 .

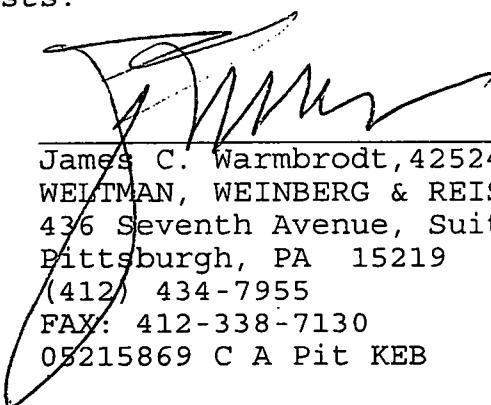
4. Defendant made use of said credit card and has a current balance  
due of \$2468.55 , as of August 17, 2006 .

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  
25.900% per annum on the unpaid balance from August 17, 2006 . 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 , DANIELLE C BOBBY , INDIVIDUALLY , in the amount of \$2468.55 with continuing interest thereon at the rate of 25.900% per annum from August 17, 2006 plus costs.

  
James C. Warmbrodt, 42524  
WEITMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
05215869 C A Pit KEB

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.

## Why does good Credit Count?

- Employers check credit references before hiring new people.
- Banks and leasing companies often base the interest rate they offer you on your credit rating.
- Achieving life goals such as buying a new car or owning your own home are facilitated by good credit.
- Credit Bureaus keep information on your record for up to ten years so a credit problem history can follow you around for a long time.

002-1001

PLATINUM MASTERCARD ACCOUNT  
5178-0521-6619-5939MAR 07 - APR 06, 2003  
Page 1 of 1**Account Summary**

Previous Balance	\$1,175.29
Payments, Credits and Adjustments	\$0.00
Transactions	\$117.00
Finance Charges	\$26.82
New Balance	\$1,319.11
Minimum Amount Due	\$1,319.11
Payment Due Date	May 06, 2003
Total Credit Line	\$325
Total Available Credit	\$0.00
Credit Line for Cash	\$325
Available Credit for Cash	\$0.00

**Payments, Credits and Adjustments****Transactions**

1	07 MAR	OVERLIMIT FEE	\$29.00
2	06 APR	CAPITAL ONE MEMBER FEE	59.00
3	06 APR	PAST DUE FEE	29.00

You were assessed a past due fee of \$29.00 on 04/06/2003 because your minimum payment was not received by the due date of 04/05/2003. 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**

For free online account service and special customer offers, log on to:  
[www.capitalone.com](http://www.capitalone.com)

Send payments to: Send inquiries to:  
Attn: Remittance Processing Capital One Services  
Capital One Services  
P.O. Box 85147 P.O. Box 85015  
Richmond, VA 23276 Richmond, VA 23285-5015

**EXHIBIT****Important Account Information**

For service in Spanish, please call (800) 929-8137. Para  
servicio en Español, por favor marque 800-929-8137.

Finance Charges		Please see reverse side for important information		
		Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES		\$878.79	.07096%	25.90%
CASH		\$340.30	.07096%	25.90%

ANNUAL PERCENTAGE RATE applied this period **25.90%**

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

0000000 0 5178052166195939 06 1319110075001319112

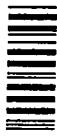
New Balance	\$1,319.11
Minimum Amount Due	\$1,319.11
Payment Due Date	May 06, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-6619-5939

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

Street	Apartment	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		

Capital One Bank  
P.O. Box 85147  
Richmond, VA 23276

051412



#9009685890622640# MAIL ID NUMBER  
DANIELLE C BOBBY  
RR 3 BOX 351A  
PUNXSUTAWNEY PA 15767-8832



**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 open purchases and new other charges if you pay your total "New Balance" in full, 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" in full.

b. **Accruing Finance Charges.** 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 next statement closing date, but did not do so for the previous period. 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 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 previously disclosed to you. At the end of each day during the billing period, we apply the periodic rate for each segment of your account to the daily balance for that 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 for 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, cash advances, your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding 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 total 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

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

**3. Annual Percentage Rates (APR).**

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c. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

d. If the code P (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repurchase) appears on the front of your statement next to the periodic rate, 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.

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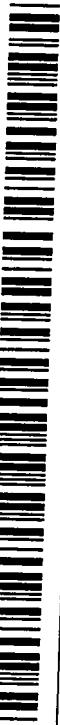
**8.† Special Rule For Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card and you tried in good faith to settle the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have the 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

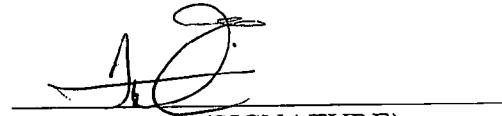
‡ Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com). Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One



VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is TOMEILA D EL-Amin  
(NAME)  
authorized agent of Capital One Bank, plaintiff herein, that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.



(SIGNATURE)

WWR#

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-2017-CD

CAPITAL ONE BANK  
vs  
DANIELLE C. BOBBY

SERVICE # 1 OF 1

PRAECEIPE & COMPLAINT

SERVE BY: 01/18/2009 HEARING: PAGE: 105081

S FILED  
01/18/2009  
JAN 20 2009

DEFENDANT: DANIELLE C. BOBBY  
ADDRESS: 487 SUNSET LAKE RD  
ROCKTON, PA 15856

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS

01-02-07 MOVED

William A. Shaw  
Prothonotary/Clerk of Courts

OCCUPIED

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN

PRAECEIPE & COMPLAINT ON DANIELLE C. BOBBY, DEFENDANT

BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

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

ADDRESS SERVED \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

PRAECEIPE & COMPLAINT FOR DANIELLE C. BOBBY

AT (ADDRESS) \_\_\_\_\_

NOW 01-02-07 AT 1:30 pm AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO DANIELLE C. BOBBY

REASON UNABLE TO LOCATE DUE TO RESIDENCE BEING EMPTY. DEFENDANT MOVED

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

  
Deputy Signature

  
Print Deputy Name

---

**SHERIFF'S OFFICE  
CLEARFIELD COUNTY  
CASE # 105081**

DEAR DANIELLE C. BOBBY

Would you please contact the Sheriff's Office EXTENSION **1360** concerning legal papers we have for you  
When you call, please give your name and the case # noted above (**105081**) and someone in the Office will  
be able to help you.

Thank you for your consideration in this matter.

SHERIFF CHESTER A. HAWKINS

OFFICE HOURS: 8:30 A.M. to 4:00 P.M.  
PHONE (814) 765-2641

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

DEC 19 2008

Attest.

*William L. Ober*  
Prothonotary/  
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff No. 2008-02017-CD

vs. PRAECIPE TO REINSTATE COMPLAINT

DANIELLE C BOBBY

Defendant FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#05215869

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2008-02017-CD

DANIELLE C BOBBY

Defendant

**PRAECIPE TO REINSTATE COMPLAINT**

Kindly reinstate the Complaint in the above captioned matter.

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

By:   
JAMES C WARMBRODT, ESQ.  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR #05215869

FILED

SEP 05 2006

TONYA S. GEIST  
PRO. & CLERK of COURTS

IN THE COURT OF COMMON PLEAS OF JEFFERSON COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No: 718-2006-CD

vs.

COMPLAINT IN CIVIL ACTION

DANIELLE C BOBBY

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
05215869 C A Pit KEB

And now, 11-26-07  
The within Complaint is Reinstated

Arundell Silverside  
Deputy  
Prothonotary

December 19 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Willie H. Hearn  
Deputy Prothonotary

RECEIVED  
CLERK OF COURT  
JEFERSON COUNTY, PENNSYLVANIA  
11-26-07

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

FILED

SEP 05 2006

TONY A. GEIST  
PRO. & CLERK OF COURTS

CAPITAL ONE BANK

Plaintiff  
vs.

Civil Action No

DANIELLE C BOBBY

Defendant

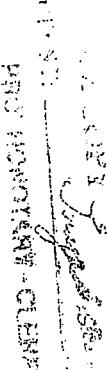
COMPLAINT AND NOTICE TO DEFEND

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.

LAUREL LEGAL SERVICES INC.  
JEFFERSON COUNTY OFFICE  
194 MAIN STREET  
BROOKVILLE, PA 15825  
(814) 849-3044



COMPLAINT

1. Plaintiff, CAPITAL ONE BANK is a corporation with offices at 1681  
JERICHO TURNPIKE #190 SYOSSET , NY 11791 . **FILED**  
**SEP 05 2006**

2. Defendant is adult individual(s) residing at the address ~~1681 JERICHO TURNPIKE #190 SYOSSET~~  
below:  
**PRO. & CLERK OF COURTS**  
DANIELLE C BOBBY  
3 RR 3 POB 351A  
PUNXSUTAWNEY, PA 15767

3. Defendant applied for and received a credit card bearing the  
account number 5178052166195939 .

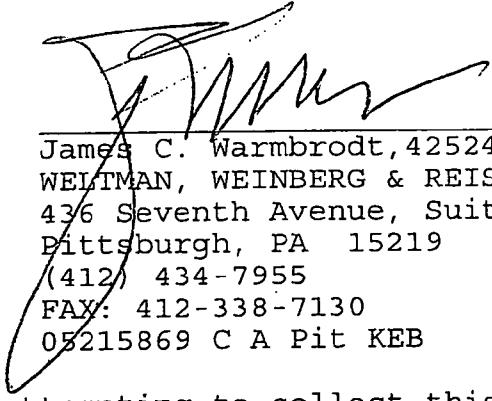
4. Defendant made use of said credit card and has a current balance  
due of \$2468.55 , as of August 17, 2006 .

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  
25.900% per annum on the unpaid balance from August 17, 2006 . A copy  
of Plaintiff's STATMENT 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 , DANIELLE C BOBBY , INDIVIDUALLY , in the amount of \$2468.55 with continuing interest thereon at the rate of 25.900% per annum from August 17, 2006 plus costs.

  
James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
05215869 C A Pit KEB

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.

## Why does good Credit Count?

- Employers check credit references before hiring new people.
- Banks and leasing companies often base the interest rate they offer you on your credit rating.
- Achieving life goals such as buying a new car or owning your own home are facilitated by good credit.
- Credit Bureaus keep information on your record for up to ten years so a credit problem history can follow you around for a long time.

002-1001

PLATINUM MASTERCARD ACCOUNT  
5178-0521-6619-5939MAR 07 - APR 06, 2003  
Page 1 of 1

## Account Summary

Previous Balance	\$1,175.29
Payments, Credits and Adjustments	\$0.00
Transactions	\$117.00
Finance Charges	\$26.82
New Balance	\$1,319.11
Minimum Amount Due	\$1,319.11
Payment Due Date	May 06, 2003
Total Credit Line	\$325
Total Available Credit	\$0.00
Credit Line for Cash	\$325
Available Credit for Cash	\$0.00

## Payments, Credits and Adjustments

## Transactions

1	07 MAR	OVERLIMIT FEE	\$29.00
2	06 APR	CAPITAL ONE MEMBER FEE	59.00
3	06 APR	PAST DUE FEE	29.00

You were assessed a past due fee of \$29.00 on 04/06/2003 because your minimum payment was not received by the due date of 04/05/2003. 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

For free online account service and special customer offers, log on to:  
[www.capitalone.com](http://www.capitalone.com)

Send payments to: Send inquiries to:  
Attn: Remittance Processing Capital One Services  
Capital One Services P.O. Box 85015  
P.O. Box 85147 Richmond, VA 23285-5015  
Richmond, VA 23276

EXHIBIT

## Important Account Information

For service in Spanish, please call (800) 929-8137. Para servicio en Español, por favor marque 800-929-8137.

## Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$878.79	.07096%	25.90%	\$19.43
CASH	\$340.30	.07096%	25.90%	\$7.49

ANNUAL PERCENTAGE RATE applied this period

25.90%

514125

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

0000000 0 5178052166195939 06 1319110075001319112

New Balance	\$1,319.11
Minimum Amount Due	\$1,319.11
Payment Due Date	May 06, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-6619-5939

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		

Capital One Bank  
P.O. Box 85147  
Richmond, VA 23276

051412



#9009685890622640# MAIL ID NUMBER  
DANIELLE C BOBBY  
RR 3 BOX 351A  
PUNXSUTAWNEY PA 15767-8832



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 for 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 posted to your account, whichever is later, 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 billing period. Any 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 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 rates that have been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate to 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 purchases 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 the front of your 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 billing cycle. To calculate your total finance charge, 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

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

3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit) or G (General Price) appears on the front of this statement next to the periodic rate, 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 periodic statement ending in the month of July, August, and October.
- c. If the code D (Prime), F (11-mo. LIBOR), E (Euro), LIBOR Replicated Monthly appears on the front of your statement next to the periodic rate, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
- d. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees in the future.
- e. Removing 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 request a New Balance statement (canceling the membership fee) prior to the end of the third day period.
- f. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and inform us of your account. If you do not cancel preauthorized billing, we will consider your account a continuing authorization to receive 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 advances, 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 we 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 transactions.

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 individual account from the statement. We must receive your letter within 60 days after we send you the first bill on which the error or problem appears. You can call our Customer Relations number, but doing so does 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. If you need more information, a description of the item or service, 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.

8. 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 for 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](http://www.capitalone.com). Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One

01LGLBAK

51412S

**Important Notice:** Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same 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.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is TOMELLA D EL-Amin  
(NAME)

authorized agent of Capital One Bank, plaintiff herein, that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.



(SIGNATURE)

WWR#

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105081  
NO: 08-2017-CD  
SERVICES 1  
PRAECEIPE & COMPLAINT

PLAINTIFF: CAPITAL ONE BANK  
vs.  
DEFENDANT: DANIELLE C. BOBBY

**SHERIFF RETURN**

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8799069	10.00
SHERIFF HAWKINS	WELTMAN	8799069	28.30

S  
**FILED**  
03/30/2009  
MAR 26 2009  
William A. Shaw  
Prothonotary/Clerk of Courts  
*[Signature]*

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2009



Chester A. Hawkins  
Sheriff

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

CAPITAL ONE BANK

Plaintiff No. 2008-02017-CD

vs. PRAECIPE TO REINSTATE COMPLAINT

DANIELLE C BOBBY

Defendant(s) FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#5215869 CH2

**FILED**  
M 11:31 AM Atty pd. 7:00  
SEP 25 2009 1 C Civil Compl.  
S William A. Shaw Prothonotary/Clerk of Courts Reinstated  
to Sheriff

(60)

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2008-02017-CD

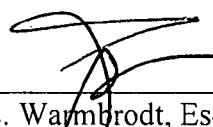
DANIELLE C BOBBY

Defendant(s)

**PRAECIPE TO REINSTATE COMPLAINT**

Kindly reinstate the Complaint in the above captioned matter.

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

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

WWR #5215869

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-2017-CD

CAPITAL ONE BANK  
vs  
DANIELLE C. BOBBY

SERVICE # 1 OF 1

COMPLAINT & PRAECIPE

SERVE BY: 10/25/2009

HEARING:

PAGE: 106234

DEFENDANT: DANIELLE C. BOBBY  
ADDRESS: 84 DEITCH RD.  
DUBOIS, PA 15801

*Doesn't live at address. Per neighbor*

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:  VACANT  OCCUPIED

ATTEMPTS

**FILED**

*5 0/3:19pm*  
OCT 01 2009

*WA*  
William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **SERVED** THE WITHIN

COMPLAINT & PRAECIPE ON DANIELLE C. BOBBY, DEFENDANT

BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

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

ADDRESS SERVED \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **POSTED** THE WITHIN

COMPLAINT & PRAECIPE FOR DANIELLE C. BOBBY

AT (ADDRESS) \_\_\_\_\_

NOW 10-1-09 AT 3:13 AM  PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO DANIELLE C. BOBBY

REASON UNABLE TO LOCATE defendant doesn't live at above address

SWORN TO BEFORE ME THIS

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Megan Loughhead  Deputy Signature

Megan Loughhead  Print Deputy Name

---

SHERIFF'S OFFICE  
CLEARFIELD COUNTY  
CASE # **106234**

DEAR DANIELLE C. BOBBY

Would you please contact the DEPUTY AT 553 2834 concerning legal papers we have for you

When you call, please give your name and the case # noted above (**106234**) and the deputy will make arrangements for service.

Thank you for your consideration in this matter.

SHERIFF CHESTER A. HAWKINS

OFFICE HOURS: 8:30 A.M. to 4:00 P.M.  
PHONE (814) 765-2641

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

CAPITAL ONE BANK

Plaintiff No. 2008-02017-CD

vs. PRAECIPE TO REINSTATE COMPLAINT

DANIELLE C BOBBY

Defendant FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#05215869

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

SEP 25 2009

Attest.



William  
Prothonotary/  
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2008-02017-CD

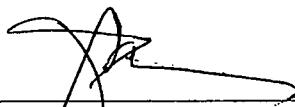
DANIELLE C BOBBY

Defendant

**PRAECIPE TO REINSTATE COMPLAINT**

Kindly reinstate the Complaint in the above captioned matter.

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

By:   
JAMES C WARMBRODT, ESQ.  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR #05215869

FILED

SEP 05 2006

TONYA S. GEIST  
PRO. & CLERK OF COURTS

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

CAPITAL ONE BANK

Plaintiff

NO: 718-2006-CD

vs.

COMPLAINT IN CIVIL ACTION

DANIELLE C BOBBY

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
05215869 C A Pit KEB

And now, 11-26-07  
The within Complaint is Reinstated

Deborah Silvers, Deputy  
Prothonotary

0125108 Document  
Reinstated/ ~~Reinforced to Sheriff~~ ~~for service~~  
*Willie Silvers*  
Deputy Prothonotary

RECEIVED:  
CLERK OF COURT  
11-26-07

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

FILED

SEP 05 2006

CAPITAL ONE BANK

Plaintiff  
vs.

Civil Action No

TONYA S. GEIST  
PRO. & CLERK of COURTS

DANIELLE C BOBBY

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.

LAUREL LEGAL SERVICES INC.  
JEFFERSON COUNTY OFFICE  
194 MAIN STREET  
BROOKVILLE, PA 15825  
(814) 849-3044



COMPLAINT

1. Plaintiff, CAPITAL ONE BANK is a corporation with offices at 1001  
JERICHO TURNPIKE #190 SYOSSET , NY 11791 .

FILED

SEP 05 2006

2. Defendant is adult individual(s) residing at the address 1001 JERICHO TURNPIKE #190 SYOSSET  
below:

DANIELLE C BOBBY  
3 RR 3 POB 351A  
PUNXSUTAWNEY, PA 15767

ONWARD COURTS  
PRO. & CLERK'S

3. Defendant applied for and received a credit card bearing the  
account number 5178052166195939 .

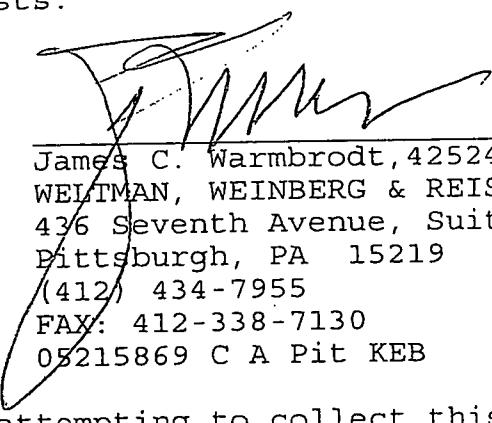
4. Defendant made use of said credit card and has a current balance  
due of \$2468.55 , as of August 17, 2006 .

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  
25.900% per annum on the unpaid balance from August 17, 2006 . 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 , DANIELLE C BOBBY , INDIVIDUALLY , in the amount of \$2468.55 with continuing interest thereon at the rate of 25.900% per annum from August 17, 2006 plus costs.



James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
05215869 C A Pit KEB

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.

Capital One

002

## Why does good Credit Count?

- Employers check credit references before hiring new people.
- Banks and leasing companies often base the interest rate they offer you on your credit rating.
- Achieving life goals such as buying a new car or owning your own home are facilitated by good credit.
- Credit Bureaus keep information on your record for up to ten years so a credit problem history can follow you around for a long time.

002-1001

Capital One

PLATINUM MASTERCARD ACCOUNT  
5178-0521-6619-5939

MAR 07 - APR 06, 2003  
Page 1 of 1

### Account Summary

Previous Balance	\$1,175.29
Payments, Credits and Adjustments	\$0.00
Transactions	\$117.00
Finance Charges	\$26.82
New Balance	\$1,319.11
Minimum Amount Due	\$1,319.11
Payment Due Date	May 06, 2003
Total Credit Line	\$325
Total Available Credit	\$0.00
Credit Line for Cash	\$325
Available Credit for Cash	\$0.00

### Payments, Credits and Adjustments

#### Transactions

1	07 MAR	OVERLIMIT FEE	\$29.00
2	06 APR	CAPITAL ONE MEMBER FEE	59.00
3	06 APR	PAST DUE FEE	29.00

You were assessed a past due fee of \$29.00 on 04/06/2003 because your minimum payment was not received by the due date of 04/05/2003. 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

For free online account service and special customer offers, log on to:  
[www.capitalone.com](http://www.capitalone.com)

Send payments to:  
Attn: Remittance Processing  
Capital One Services  
P.O. Box 85147  
Richmond, VA 23276

Send inquiries to:  
Capital One Services  
P.O. Box 85015  
Richmond, VA 23285-5015

EXHIBIT

### Important Account Information

For service in Spanish, please call (800) 929-8137. Para  
servicio en Espanol, por favor marque 800-929-8137.

614125

Finance Charges				<i>Please see reverse side for important information</i>
	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$878.79	.07096%	25.90%	\$19.33
CASH	\$340.30	.07096%	25.90%	\$7.49

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 5178052166195939 06 1319110075001319112

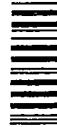
New Balance	\$1,319.11
Minimum Amount Due	\$1,319.11
Payment Due Date	May 06, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-6619-5939

*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		

Capital One Bank  
P.O. Box 85147  
Richmond, VA 23276

051412



#9009685890622640# MAIL ID NUMBER  
DANIELLE C BOBBY  
RR 3 BOX 351A  
PUNXSUTAWNEY PA 15767-8832



**1. How To Avoid A Finance Charge.**

a. **Grace Period.** You will have a minimum grace period of 25 days. Within this grace period on new purchases, new balance transfers, new cash advances 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. **Accrued Finance Charge.** Transactions which are not subject to a grace period are subject to 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 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 added 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 previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate to 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 total balance for each segment of your account, we take the beginning balance, for each segment and add in new purchases and any periodic finance charge calculation on the previous day's balance for that segment. Then we subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions will post to the purchase or special purchase segments in addition 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 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 that is issued.

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 made to each segment on the front of this statement next to "Balance Rate Applied To." (we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. **Annual Percentage Rates (APR).**

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

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by the periodic rate(s) mentioned ending in the month January, April, July and December.

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

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. **Temporary Close Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and tell us "I Want Balance Reopened" (including the membership fee) prior to the end of the temporary 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 unauthorized billing, and cease using your account. If you do not cancel unauthorized billing arrangements, we will consider revoking your account. Additionally, if you account is not 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 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 transactions.

#### BILLING RIGHTS SUMMARY

In Case Of Error, Do Call Us 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 in the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can call our Customer Relations number, but 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 you know 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 have the right not to pay the remaining amount due on the property or service until the 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](http://www.capitalone.com). Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is TOMELLA D EL-Amin  
(NAME)  
authorized agent of Capital One Bank, plaintiff herein, that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.



(SIGNATURE)

WWR#

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 106234  
NO: 08-2017-CD  
SERVICES 1  
COMPLAINT & PRAECIPE

PLAINTIFF: CAPITAL ONE BANK  
vs.  
DEFENDANT: DANIELLE C. BOBBY

**SHERIFF RETURN**

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8917890	10.00
SHERIFF HAWKINS	WELTMAN	8917890	25.90

*S 01044841  
BCH*  
Chester A. Hawkins  
Clearfield County Sheriff

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2010

*Chester A. Hawkins*

Chester A. Hawkins  
Sheriff

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

CAPITAL ONE BANK

Plaintiff No. 2008-02017-CD

vs.

DANIELLE C BOBBY

Defendant(s) FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#5215869 JAM

5/19/2001  
MAR 03 2011  
FILED  
NO CC  
William A. Shaw  
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2008-02017-CD

DANIELLE C BOBBY

Defendant(s)

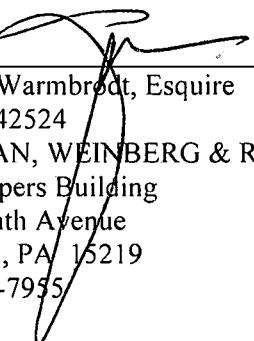
PRAECIPE TO SETTLE, DISCONTINUE  
AND END WITHOUT PREJUDICE TO REFILE

TO THE PROTHONOTARY OF Clearfield COUNTY:

SIR:

Kindly settle, discontinue and end without prejudice to refile the above-captioned matter upon the records of the Court and mark the costs paid.

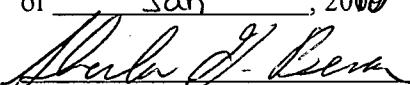
WELTMAN, WEINBERG & REIS CO., L.P.A.

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

SWORN TO AND SUBSCRIBED

before me this 29 day

of Jan, 2010

  
NOTARY PUBLIC

