

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

CAPITAL ONE BANK

Plaintiff

Ole-787-cd
No. PA556563

vs.

COMPLAINT IN CIVIL ACTION

KEVIN L OSWALT

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 Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#04966882

FILED Atty pd. 85.00
MAY 18 2006 1cc Shaff
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. PA556563

KEVIN L OSWALT

Defendant

COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

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

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

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

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
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Plaintiff

vs.

Civil Action No. PA556563

KEVIN L OSWALT

Defendant

COMPLAINT

AND NOW COMES, Plaintiff, by and through its counsel, WELTMAN, WEINBERG & REIS, CO., LPA., and hereby files this Complaint against Defendants, KEVIN L OSWALT , and, in support thereof, Plaintiff avers as follows:

1. The Plaintiff is a corporation with its principal place of business located at P.O. Box 85147, Richmond, VA 23285.
2. Plaintiff is the owner of this account, which is the subject matter of this action.
3. Defendant is an adult individual residing at 6916 MOUNTAIN RUN RD PENFIELD,PA 15849.
4. Defendant requested the account and made use of said account and has currently a balance due and owing to Plaintiff, as of CAPITAL ONE BANK , in the amount of \$ 3,449.28.

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

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendants, KEVIN L OSWALT , individually, in the amount of \$ 3,449.28 with finance charges thereon at the rate of 25.90% per annum from CAPITAL ONE BANK , plus costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

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



JAMES C. WARMBRODT, ESQUIRE
PA I.D.#42524
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#: 04966882

Your account is delinquent.

We want to help!

→ To protect your credit with us, you need

to make a payment.

→ We can help—but only if you call us.

→ When you call, you can make a free
check-by-phone payment.



Return your account to good standing.

It's up to you to take the first step.

Call us!

1-800-479-7231

014

014-1103

CapitalOne

PLATINUM VISA ACCOUNT

4862-3621-5401-3554

MAY 16 - JUN 15, 2003

Page 1 of 1

Account Summary

Previous Balance	\$1,815.83
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$41.02
 New Balance	 \$1,920.85
Minimum Amount Due	\$1,920.85
Payment Due Date	July 15, 2003
Total Credit Line	\$1,250
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	16 MAY	OVERLIMIT FEE	\$29.00
2	15 JUN	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 06/15/2003 because your minimum payment was not received by the due date of 06/14/2003. 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 services and special customer offers, log on to:
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

475883

Finance Charges

	Please see reverse side for important information		
	Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES	\$726.31	.07096%	25.90%
CASH	\$1,138.28	.07096%	25.90%

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

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362154013554 15 1920850037001920853

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

#9016627066176507# MAIL ID NUMBER
KEVIN L OSWALT
RR 1 BOX 22
PENFIELD PA 15049-0763

047588

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

1. How To Avoid A Finance Charge.
†**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 make your total payment in time 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 to the date the transaction is processed to your Account or 2) 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, you will continue to accrue a new balance until the total balance reaches \$0.50. 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 in time for the grace period. 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 periodic finance charge of \$0.50 will be assessed and 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. Accruing 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). To calculate the average daily balance of your account for each segment of your account (e.g., cash advance, purchase, special transfer, and special purchases) by the corresponding daily periodic rate(s) that has been previously disclosed to you, we will take the daily balance for the segment and multiply the daily periodic rate for that segment by 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 average daily balance. We will then add the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for that segment, add any new purchases, new balance transfers, new special purchases and new other charges to that segment, and then subtract 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 and give us the segment balance for the next statement of your account. 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, new special purchases and new balance transfers will not affect the daily balance. 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 difference between the calculation and the amount of finance charge actually assessed.

b. If the code Z or 0 appears on the front of this statement, we will not assess a finance charge by multiplying 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 K appears on the front of this statement, we will not assess a finance charge to your account for the segment indicated. To do this, we will subtract any unpaid finance charge indicated 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). The term "Annual Percentage Rate" may appear as "APR" on the front of this statement. If the code A appears on the front of this statement, 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. These changes will affect the minimum periodic finance charge for the months January, April, July, and October.

c. If the code P (Prime), L (3mo. 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 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 affect the minimum periodic finance charge for each month.

d. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repriced Monthly) appears on the front of your statement, 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 affect the minimum periodic finance charge for each month.

4. Other Finance Charges. Other finance charges and transaction fees (including the cash advance fee, balance transfer fee, special transfer fee, and special purchase fee, account opening fee and express account fee) will be included in the finance charge and applied in accordance with the terms of your Customer Agreement or any special offer we may have made to you. In addition, these fees will be included in the charge on the "ANNUAL PERCENTAGE RATE Applied This Period" to exceed the "Corresponding APR" for the segment to which the fee was billed.

5. Assessment of Late, Overlimit and Returned Check Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period.

6. Credit Balances. If your statement indicates a credit balance, you will not be assessed a finance charge if the credit balance is applied to future extensions of credit.

7. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date of the membership fee to notify us to cancel the membership 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 in writing. If you do not cancel your account and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

8. If You Close Your Account. You can request to close your account at any time by calling the Customer Service 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 prior to the end of the thirty-day period, we will accept your request if a charge your authorization to reopen your account. Additionally, your account will not be closed

until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned check fees, cash advance fees and any other fees assessed to your account. You will be responsible to us for any fees 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 if you have not closed the account or if the account has not been closed or if the account has 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, you will be responsible, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee on your account, this fee will continue to be applied to the account until the balance of the account balance has been paid in full as defined above.

9. 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 about your bill or bill statement, write on a separate sheet as soon as possible at the address or inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send you the statement which you believe is in error. 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 sum you believe is in error, the reason for your complaint, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating, but you must pay any amount you are not responsible for 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 for the item if the merchant fails to correct the problem. 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 manage 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 non-credit card accounts

† Does not apply to business credit cards

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

Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. ©2001 Capital One

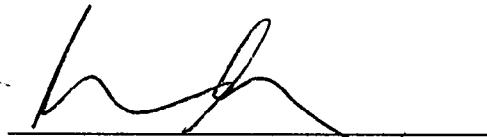
O1LGLBAK

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 Sara Rubin
(NAME)

Agent of Capital One Bank, plaintiff herein, that
(TITLE) (COMPANY)

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# 04196688 2

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101546
NO: 06-787-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: KEVIN L. OSWALT

SHERIFF RETURN

NOW, June 01, 2006 AT 2:18 PM SERVED THE WITHIN COMPLAINT ON KEVIN L. OSWALT DEFENDANT AT 6916 MOUNTAIN RUN RD., PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KEVIN L. OSWALT, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / COUDRIET

FILED
JUN 05 2006
S

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8329510	10.00
SHERIFF HAWKINS	WELTMAN	8329510	34.91

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

*Chester A. Hawkins
by Marilyn Hause*
Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK,

Plaintiff No. 06-787-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

KEVIN L OSWALT

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.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#04966882
Judgment Amount \$ 3598.58

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

FILED Atty pd.20.00
JUL 31 2006 CCR Notice
to Def.

William A. Shaw
Prothonotary/Clerk of Courts Statement
to Atty
(6W)

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

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. 06-787-CD

KEVIN L OSWALT

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

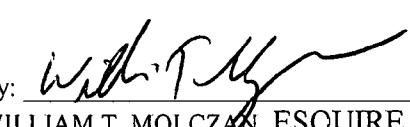
TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, KEVIN L OSWALT above named, in the default of an Answer, in the amount of \$3598.58 computed as follows:

Amount claimed in Complaint	\$3449.28
Interest from May 10, 2006 to July 10, 2006 at the legal interest rate of 25.9% per annum	\$149.30
TOTAL	\$3598.58

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

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

By: 
WILLIAM T. MOLCZAN, ESQUIRE
PA I.D.#47437
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#04966882

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And that the last known address of the Defendant is: 6916 MOUNTAIN RUN RD, PENFIELD, PA 15849

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

CAPITAL ONE BANK

Plaintiff

Case # 06-787-CD

KEVIN L OSWALT

Defendant(s)

IMPORTANT NOTICE

TO: KEVIN L OSWALT
6916 MOUNTAIN RUN RD
PENFIELD, PA 15849

Date of Notice: 10-27-06
WWR#: 04966882

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE FOLLOWING OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

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

BY: 
JAMES WARMBRODT, ESQUIRE
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 KOPPERES BLDG, 436 7TH AVE.
PITTSBURGH, PA 15219

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

CAPITAL ONE BANK,

Case no: 06-787-CD

Plaintiff
vs.
NON-MILITARY AFFIDAVIT

KEVIN L OSWALT

Defendant

The undersigned, who first being duly sworn, according to law, deposes and states as follows:

That he/she is the duly authorized agent of the Plaintiff in the within matter.

Affiant further states that the within Affidavit is made pursuant to and in accordance with the Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

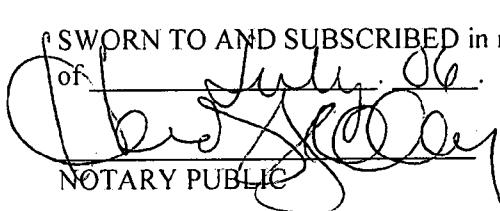
Affiant further states that based upon investigation it is the affiant's belief that the Defendant, KEVIN L OSWALT is not in the military service.

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

Further Affiant sayeth naught.


AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 13 day
of July 06.


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Heidi J. Kelly, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Nov. 4, 2009

Member, Pennsylvania Association of Notaries

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.

Department of Defense Manpower Data Center

JUL-10-2006 12:30:56



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

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

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Robert J. Brandewie, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

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

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

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID:LCINABKMOP

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

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. 06-787-CD

KEVIN L OSWALT

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on July 31, 2006

Assumpsit Judgment in the amount
of \$3598.58 plus costs.

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

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

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

Prothonotary

By: Weltman
PROTHONOTARY (OR DEPUTY)

KEVIN L OSWALT
6916 MOUNTAIN RUN RD
PENFIELD, PA 15849

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
1-888-434-0085

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

Capital One Bank
Plaintiff(s)

No.: 2006-00787-CD

Real Debt: \$3,598.58

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Kevin L. Oswalt
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 31, 2006

Expires: July 31, 2011

Certified from the record this 31st day of July, 2006.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney