

06-1245-CD
Capital One Bank vs Jamie Gardner

2006-1245-CD
Capital One vs Jamie Gardner

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

CAPITAL ONE BANK

Plaintiff

No: 2006-1245-CV

vs.

COMPLAINT IN CIVIL ACTION

JAMIE B GARDNER

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
05252285 C A Pit WLG

FILED *RE*
AUG 03 2006
m 2:30 PM
William A. Shaw
Prothonotary/Clerk of Courts
1 cent to ATT

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No

JAMIE B GARDNER

Defendant

COMPLAINT AND NOTICE TO DEFEND

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

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

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

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

COMPLAINT

1. Plaintiff, CAPITAL ONE BANK 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:

JAMIE B GARDNER
668 CLOVER HILL RD
CLEARFIELD, PA 16830

3. Defendant applied for and received a credit card bearing the account number 4388641798362013 .

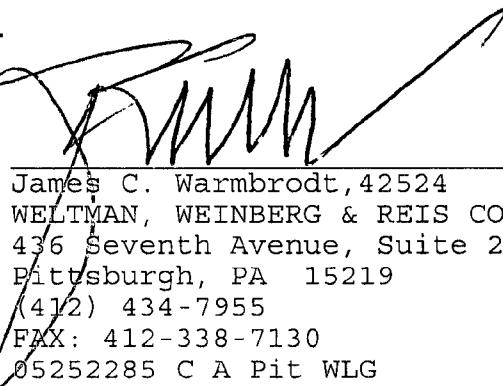
4. Defendant made use of said credit card and has a current balance due of \$1741.61 , as of July 25, 2006 .

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 21.150% per annum on the unpaid balance from July 25, 2006 . A copy of Plaintiff's STATEMENT OF ACCOUNT 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 , JAMIE B GARDNER , INDIVIDUALLY , in the amount of \$1741.61 with continuing interest thereon at the rate of 21.150% per annum from July 25, 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
05252285 C A Pit WLG

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.

5252285

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

014-1102

CapitalOne®

VISA GOLD ACCOUNT

4388-6417-9836-2013

NOV 18 - DEC 17, 2002

Page 1 of 1

Account Summary

Previous Balance	\$2,010.44
Payments, Credits and Adjustments	\$0.00
Transactions	\$97.00
Finance Charges	\$35.78
 New Balance	 \$2,143.22
Minimum Amount Due	\$2,143.22
Payment Due Date	January 17, 2003
 Total Credit Line	 \$1,300
Total Available Credit	\$0.00
Credit Line for Cash	\$1,300
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service 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 85015
P.O. Box 85147	Richmond, VA 23285-5015
Richmond, VA 23276	

Important Account Information

It's Capital One Bowl Week time again! Tune in to ESPN, ESPN2, and ABC starting December 17 for the best in post-season college football action, to see your favorite teams fight for bowl championships, and for college football's ultimate prize: the BCS National Championship. And on New Year's Day, be sure to tune in to ABC to watch the Capital One Bowl live from Orlando, Florida!

Payments, Credits and Adjustments

Transactions

1	18 NOV	OVERLIMIT FEE	\$29.00
2	17 DEC	CAPITAL ONE MEMBER FEE	39.00
3	17 DEC	PAST DUE FEE	29.00

EXHIBIT

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,057.96	.05795% P	21.15%	\$35.78
CASH	\$0.00	.05795% P	21.15%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

21.15%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 4388641798362013 17 2143220067212143221

New Balance	\$2,143.22
Minimum Amount Due	\$2,143.22
Payment Due Date	January 17, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	4388-6417-9836-2013

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

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	(<input type="checkbox"/>)
Email Address		

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



053139

#9035231277498052# MAIL ID NUMBER
JAMIE B GARDNER
PO BOX 121
CLEARFIELD PA 16830-0121





17R03 0 0100
2---9---

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 cash 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, 2) from the date the transaction is processed to your Account or 3) from the date the transaction is posted to your account, whichever is later. (If you do 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 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 to your New Balance is less than \$0.50, you will not be charged, 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. **Assessing Finance Charges on 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 and any applicable finance charge and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or you have a grace period), and you make new purchases or new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the periodic rate for each segment for the entire 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 and the average daily balance 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 A (Annual Percentage Rate), C (Certificates 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 any other periodic rate(s) associated to you. These charges will be applied 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 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 charges will be effective on the first day of your billing period.

4. Assessing 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. **Waiving Membership Fees.** 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 contact 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 your unauthorized billing, and cancel any other arrangements. If you do not cancel your unauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advances, and any other fees associated with your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or if 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 purchased 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 Or Questions About Your Bill)
If you believe there is an error on your bill, you can request more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations Department, but calling 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; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in dispute until we send you a statement that 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.

1.† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

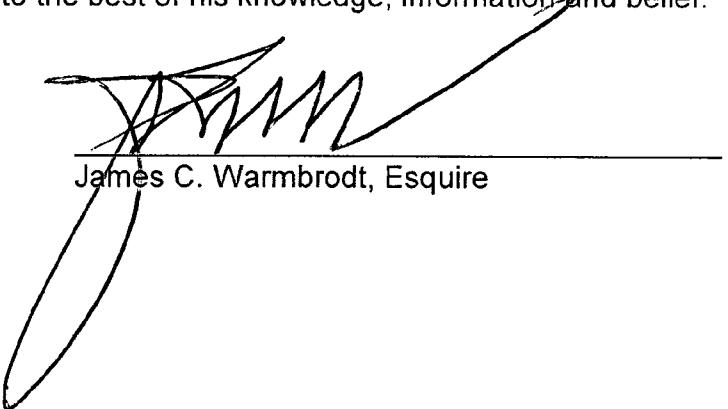
† Does not apply to business non-credit card accounts

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

O1LGLBAK

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

William A. Shaw
Prothonotary/Clerk of Courts

Aug 03 2006

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101792
NO: 06-1245-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: JAMIE B. GARDNER

SHERIFF RETURN

NOW, August 07, 2006 AT 2:10 PM SERVED THE WITHIN COMPLAINT ON JAMIE B. GARDNER DEFENDANT AT 668 CLOVER HILL RD., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JAMIE B. GARDNER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED
0/2/20 cm
AUG 17 2006
WMH

William A. Shaw
Prothonotary

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2576853	10.00
SHERIFF HAWKINS	WELTMAN	2576853	20.00

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

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

FILED

AUG 17 2006

William A. Shaw
Prothonotary

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

CAPITAL ONE BANK,

Plaintiff No. : 2006-1245-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

JAMIE B GARDNER

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#05252285
Judgment Amount \$ 1800.14

FILED pd \$20.00 Atty.
4/11/06 cm ICC Notice to
SEP 27 2006 debt
ICC Statement to
William A. Shaw Atty
Prothonotary/Clerk of Courts

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

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

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. : 2006-1245-CD

JAMIE B GARDNER

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

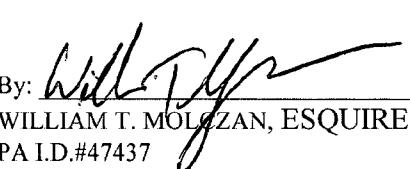
TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, JAMIE B GARDNER above named, in the default of an Answer, in the amount of \$1800.14 computed as follows:

Amount claimed in Complaint	\$1741.61
Interest from JULY 25, 2006 TO SEPTEMBER 21, 2006 at the legal interest rate of 21.150% per annum	\$58.53
TOTAL	\$1800.14

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#05252285

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: 668 CLOVER HILL RD CLEARFIELD,PA 16830

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

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. : 2006-1245-CD

JAMIE B GARDNER

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 9-27-2006

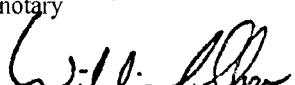
Assumpsit Judgment in the amount
of \$1800.14 plus costs.

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

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

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

Prothonotary

By: 
PROTHONOTARY (OR DEPUTY)

JAMIE B GARDNER
668 CLOVER HILL RD
CLEARFIELD, PA 16830

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 CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

Case # 2006-1245-CD

JAMIE B GARDNER

Defendant(s)

IMPORTANT NOTICE

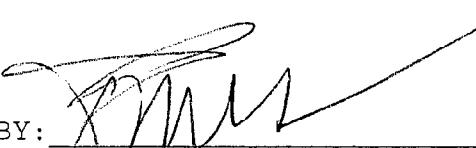
TO: JAMIE B GARDNER
668 CLOVER HILL RD
CLEARFIELD, PA 16830

Date of Notice: 9/6/06
WWR#: 05252285

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 ADMINSTRATOR
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: : 2006-1245-CD

Plaintiff
vs.
NON-MILITARY AFFIDAVIT

JAMIE B GARDNER

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, JAMIE B GARDNER is not in the military service.

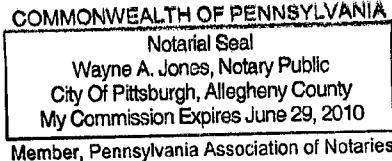
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, JAMIE B GARDNER is not in the military service.

Further Affiant sayeth naught.


AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 25 day
of September. 2006.


NOTARY PUBLIC



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

Department of Defense Manpower Data Center

SEP-21-2006 05:22:26



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

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

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

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

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

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. #167; #167; 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:BYNFBHKQAGI

FILED

SEP 27 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

COPY

Capital One Bank
Plaintiff(s)

No.: 2006-01245-CD

Real Debt: \$1800.14

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jamie B. Gardner
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 27, 2006

Expires: September 27, 2011

Certified from the record this September 27, 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