

06-1348-CD  
Capital One Bank vs Wendy L. Wolfe

2006-1348-CD  
Capital One Bank vs Wendy Wolfe

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

CAPITAL ONE BANK

Plaintiff

No: 06-1348-CD

vs.

COMPLAINT IN CIVIL ACTION

WENDY L WOLFE

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  
05215207 C A Pit SGM

FILED <sup>ICC</sup> Shff  
M 3:44 PM  
AUG 21 2006 Atty pd. 85.00  
W

William A. Shaw  
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff  
vs. Civil Action No  
WENDY L WOLFE  
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:

WENDY L WOLFE  
2 N HIGHLAND ST  
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 4388641779241129 .

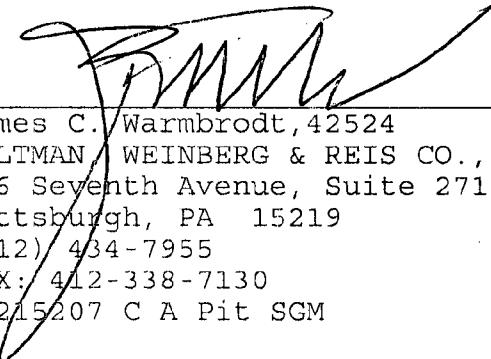
4. Defendant made use of said credit card and has a current balance due of \$3234.85 , as of August 10, 2006 .

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 10, 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, WENDY L WOLFE, INDIVIDUALLY, in the amount of \$3234.85 with continuing interest thereon at the rate of 25.900% per annum from August 10, 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  
05215207 C A Pit SGM

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.

# Your account is delinquent.

## We want to help!



Take Action!  
Call Today!

- 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®**

### Account Summary

Previous Balance	\$1,656.32
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$36.25
 New Balance	 \$1,756.57
Minimum Amount Due	\$1,756.57
Payment Due Date	June 11, 2003
 Total Credit Line	 \$1,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

### VISA GOLD ACCOUNT

4388-6417-7924-1129

APR 12 - MAY 11, 2003

Page 1 of 1

### Payments, Credits and Adjustments

#### Transactions

1	12 APR	OVERLIMIT FEE	\$29.00
2	11 MAY	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 05/11/2003 because your minimum payment was not received by the due date of 05/10/2003. 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	

### Important Account Information

Did You Know? Capital One offers more than just credit card products. With more than 47 million accounts, Capital One provides valuable financial solutions—including auto loans, personal loans, CDs, money market accounts and more—to one out of every three homes in the U.S.

**EXHIBIT**

" / "

### Finance Charges

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,702.77	.07096%	25.90%	\$36.25
CASH	\$0.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**CapitalOne®**

0000000 0 4388641779241129 11 1756570030001756576

New Balance	\$1,756.57
Minimum Amount Due	\$1,756.57
Payment Due Date	June 11, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	4388-6417-7924-1129

*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 \_\_\_\_\_

#9013146606338041# MAIL ID NUMBER

WENDY L WOLFE  
2 N HIGHLAND ST  
DU BOIS PA 15801-2232

028721

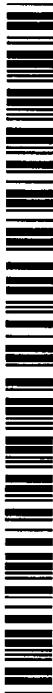
Capital One Bank  
P.O. Box 85147  
Richmond, VA 23276





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

28721M



11R03 0 0100  
2-----

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

- †**a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balances, new fees, new credits and new other charges if you pay your total "New Balance" in accordance with the Impeccant 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 time.
- b. Accounting Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge (1) from the date of the transaction or (2) from the date the transaction is processed to your Account or (3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period, a finance charge will continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. Emergency 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 applied to that segment. 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 periodic finance charge for all the total periodic finance charge to your account. To find the balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. We then repeat this process for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, 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 2 or N appear 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 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 for 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 rate(s) and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.  
**c.** If the code D (Prime), M (3-mo. LIBOR or C-mo. LIBOR Ramped 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.

**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. We reserve the 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 fee credited to you if you cancel your account. During this period, you may contact us to update your account so that we have 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 unauthorized billing, and cease using your account. If you do not cancel 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 have all past due amounts, 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 your 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 liable for the transaction plus the 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 inquiries shown on the back of this statement. We will respond to you within 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 possible, why you believe there is an error or if you have more information. A description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

**† Special Rule For Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your billing address. (We own or operate many stores, so if we sell 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

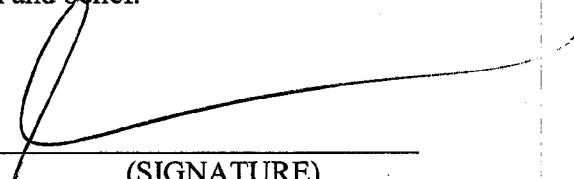
01LGLBAK

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A. 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#05215207

**FILED**

**AUG 21 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101855  
NO: 06-1348-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK  
vs.  
DEFENDANT: WENDY L. WOLFE

SHERIFF RETURN

---

NOW, August 29, 2006 AT 12:18 PM SERVED THE WITHIN COMPLAINT ON WENDY L. WOLFE DEFENDANT AT Meeting Place:Sheetz Parking Lot, SR322&219, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO WENDY WOLFE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

FILED

93:13cm  
SEP 05 2006

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2589936	10.00
SHERIFF HAWKINS	WELTMAN	2589936	51.82

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

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

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

CAPITAL ONE BANK,

Plaintiff No. 06-1348-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

WENDY L WOLFE

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#05215207  
Judgment Amount \$ 3,361.65

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  
m 11/2/2006 10:26 AM  
OCT 19 2006 ICC Notice  
to Def.

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

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

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. 06-1348-CD

WENDY L WOLFE

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, WENDY L WOLFE above named, in the default of an Answer, in the amount of \$3,361.65 computed as follows:

Amount claimed in Complaint	\$3,234.85
Interest from AUGUST 10, 2006 TO OCTOBER 9, 2006 at the legal interest rate of 25.9% per annum	\$136.80
<b>TOTAL</b>	<b>\$3,361.65</b>

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#05215207

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
And that the last known address of the Defendant is: 2 N HIGHLAND ST, DU BOIS, PA 15801

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

CAPITAL ONE BANK

Plaintiff

Case #: 06-1348 CD

WENDY L WOLFE

Defendant(s)

IMPORTANT NOTICE

TO: WENDY L WOLFE  
2 N HIGHLAND ST  
DU BOIS, PA 15801

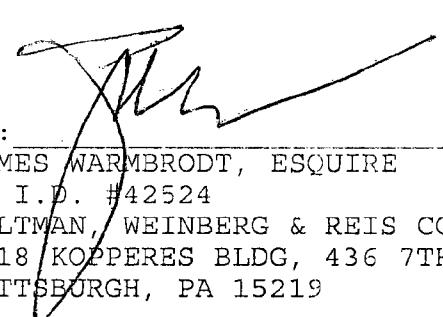
Date of Notice: 9/26/00  
WWR#: 05215207

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: 06-1348-CD

**Plaintiff** **NON-MILITARY AFFIDAVIT**  
**vs.**

WENDY L WOLFE

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, WENDY L WOLFE 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, WENDY L WOLFE is not in the military service.

Further Affiant sayeth naught.

## AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 12 day  
of Sept 2007

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

OCT-09-2006 13:12:12



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
WOLFE	WENDY		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*

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:OOGPUSDPMI*

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

COPIED

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. 06-1348-CD

WENDY L WOLFE

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 10/19/06

Assumpsit Judgment in the amount  
of \$3,361.65 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: William H. Sharpen

PROTHONOTARY (OR DEPUTY)

WENDY L WOLFE  
2 N HIGHLAND ST  
DU BOIS, PA 15801

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7<sup>th</sup> 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.: 2006-01348-CD

Real Debt: \$3,361.65

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Wendy L. Wolfe  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 19, 2006

Expires: October 19, 2011

Certified from the record this 19th day of October, 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

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

CAPITAL ONE BANK

Plaintiff No. 06-1348-CD

vs.

WENDY L WOLFE

Defendant

NATIONAL CITY BANK  
S&T BANK,

Garnishee,

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

WWR#5215207

FILED Atty pd.  
m/1/27/04 \$20.00  
SEP 15 2008 3cc@lowny  
William A. Shaw to Sheriff  
Prothonotary/Clerk of Courts  
(610)

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

Plaintiff

vs.

Civil Action No. 06-1348-CD

WENDY L WOLFE

Defendant

NATIONAL CITY BANK  
S&T BANK,

Garnishee

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter...

1. directed to the Sheriff of CLEARFIELD County:
2. against WENDY L WOLFE, Defendant
3. against NATIONAL CITY BANK & S&T BANK, Garnishee
4. Judgment Amount \$ 3361.65

Interest \$ 379.08

Costs \$ 166.82

**SUBTOTAL:** \$ 3907.55

Costs (to be added by Prothonotary): **Prothonotary costs** \$ 125.00

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

By: W.T. Molczan

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

WWR#5215207

COPY

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

CAPITAL ONE BANK  
Plaintiff

vs.

Civil Action No. 06-1348-CD

WENDY L WOLFE  
Defendant

NATIONAL CITY BANK  
S&T BANK  
Garnishee

**WRIT OF EXECUTION**

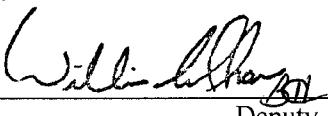
TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: WENDY L WOLFE Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of NATIONAL CITY BANK & S&T BANK, as garnishee, 200 N BRADY ST DU BOIS PA 15801 AND 614 LIBERTY BLVD DU BOIS PA 15801 and to notify the garnishee that:
  - a. An attachment has been issued;
  - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
  - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
    - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
    - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above sated

Amount due ..... \$ 3907.55

Costs to be added..... \$ 125.00 Prothonotary costs  
Prothonotary

  
Deputy

DATED: 9/15/08

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

CAPITAL ONE BANK

**Plaintiff**

**No. 06-1348-CD**

vs.

WENDY L WOLFE

**Defendant**

**WRIT OF EXECUTION**  
**NOTICE**

This paper is a "Writ of Execution". It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken and sold by the Sheriff to satisfy your debts. **SUCH PROPERTY IS SAID TO BE EXEMPT**. No matter what you may owe, there is a **DEBTOR'S EXEMPTION** established by law. This means that no matter what happens, the Sheriff must give you from the sale at least \$300.00 in cash or property. There are also other exemptions which may be applicable to you. Listed below is a summary of some of the major exemptions. You may have other exemptions or other rights. If you have an exemption, you should do the following promptly:

- (1) Complete the claim form on the opposite side and demand a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court when and where you are told to appear ready to explain your exemption. **IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.**

**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.**

LAWYER REFERRAL SERVICE  
PENNSYLVANIA BAR ASSOCIATION  
P.O. BOX 186  
HARRISBURG, PA 17108  
TELEPHONE NO.: 1-800-692-7375

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

1. \$300.00 exemptions set by law.
2. All wearing apparel used by yourself and all family members.
3. Bibles, school books, sewing machines, uniforms & equipment.
4. Tools of your trade such as carpenter's tools.
5. Most wages & unemployment benefits.
6. Social Security benefits, certain retirement funds and accounts.
7. Certain veteran & armed forces benefits.
8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON,

(a) I desire that my statutory \$300.00 exemption be:

(1) set aside in kind (specify property, to be set aside in kind):

(2) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption: (specify property and basis of exemption):

(2) FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:

(a) my \$300.00 statutory exemption:  in cash  in kind  
(specify property):

(b) Social Security benefits on deposit in the amount of \$ \_\_\_\_\_

(c) Other (specify amount & basis for exemption):

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. § 4904 relating to unsworn falsification to authorities:

Date: \_\_\_\_\_ Defendant: \_\_\_\_\_

**THIS CLAIM TO BE FILED WITH:**

Office of the Sheriff of Clearfield County  
1 N. Second Street, Suite 116, Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
Telephone Number: (814) 765-2641 ext. 5986

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

WWR#5215207

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

## CAPITAL ONE BANK

Plaintiff No. 06-1348-CD

vs.

## INTERROGATORIES IN ATTACHMENT

WENDY L WOLFE

Defendant

and

NATIONAL CITY BANK  
S&T BANK

## Garnishee

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  
WWR#5215207

FILED NO  
m/11/10 BY CC  
SEP 15 2008 (GJ)

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.: 06-1348-CD

WENDY L WOLFE  
Defendant

and

NATIONAL CITY BANK  
S&T BANK  
Garnishee

TO: NATIONAL CITY BANK  
S&T BANK

Suggested Reference No.: XXX-XX-9400

RE: WENDY L WOLFE  
2 N HIGHLAND ST  
DU BOIS PA 15801

**IMPORTANT NOTICES TO GARNISHEE!**

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

## **INTERROGATORIES IN ATTACHMENT**

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason?

1a. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

2. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

5. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

6. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, Identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

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

By: William T. Molczan  
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  
WWR#5215207

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 \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title) of \_\_\_\_\_, garnishee herein,  
(Company)  
that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing  
Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.

\_\_\_\_\_  
(SIGNATURE)

5

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Civil Division - Law

CAPITAL ONE BANK,

Plaintiff

v.

WENDY L. WOLFE,

Defendant

and

S & T BANK,

Garnishee

**FILED**

OCT 22 2008

10:10 AM  
William A. Shaw  
Prothonotary/Clerk of Courts

610  
1 cent to Atty

**No. 1348 C.D. 2006**

**Type of Pleading:**

S & T Bank's Answers to Interrogatories

**Filed on Behalf of:**

S & T Bank, Garnishee

**Counsel of Record for this Party:**

H. John Drayer, Esquire

I.D. No.: 32149

POPE, DRAAYER AND ASSOCIATES

10 Grant Street

Clarion, PA 16214

(814) 226-5700

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No.: 06-1348-CD

WENDY L WOLFE  
Defendant

and

NATIONAL CITY BANK  
S&T BANK  
Garnishee

TO: NATIONAL CITY BANK  
S&T BANK

Suggested Reference No.: XXX-XX-9400

RE: WENDY L WOLFE  
2 N HIGHLAND ST  
DU BOIS PA 15801

**IMPORTANT NOTICES TO GARNISHEE!**

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

## INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason? See Answer to Interrogatory # 7.

1a. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

See Answer to Interrogatory # 7.

2. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

See Answer to Interrogatory # 7.

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

No.

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

No.

5. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

No.

6. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

No.

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, Identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis. At the time of service, the Defendant, Wendy L. Wolfe and her husband, Robert L. Manners, maintained a joint husband and wife checking account# 3000218150, which had a balance of \$33.99. The account is exempt from execution as it is held jointly by husband and wife.

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

See Answer to Interrogatory # 7.

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

By: William T. Molczan

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

WWR#5215207

Date: 10/20/08

  
M. John Drayer, Esquire  
I.D. # 32149  
POPE, DRAYER AND ASSOCIATES  
10 Grant Street  
Clarion, PA 16214  
(814) 226-5700

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 H. John Drayer, Esquire  
(Name)

attorney for S & T Bank, garnishee herein,  
(Title) (Company)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing

Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.



(SIGNATURE)

H. John Drayer, Esquire

I.D. No. 32149

POPE, DRAYER AND ASSOCIATES

10 Grant Street

Clarion, PA 16214

(814) 226-5700

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division - Law

CAPITAL ONE BANK, :  
Plaintiff :  
: :  
v. : : **No. 1348 C.D. 2006**  
: :  
WENDY L. WOLFE, :  
Defendant :  
: :  
and :  
: :  
S & T BANK, :  
Garnishee :  
: :

FILED

NOV 14 2008  
11:00 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 CENT TO ATT

**CERTIFICATE OF SERVICE**

I hereby certify that I did on October 20, 2008, serve a copy of Answers to Interrogatories by certified and first class mail on the following people as evidenced by the attached. The Certified Mail was returned "Unclaimed", however, the First Class Mail was not returned:

Wendy L. Wolfe- Certified Mail - evidence attached  
2 N. Highland Street & regular First Class Mail  
DuBois, PA 15801

William T. Molczan, Esquire - regular U.S. First Class  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

S & T Bank - regular U.S. First Class Mail  
ATTN: Wendy Pinchock, O.R.E.O. Specialist  
456 Main Street  
P.O. Box D  
Brockway, PA 15824

2008.

IN WITNESS WHEREOF, I have signed this 11th day of November,



---

H. John Drayer, Esquire  
Pope, Drayer and Associates  
I.D. #32149  
10 Grant Street  
Clarion, Pennsylvania 16214  
(814) 226-5700

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ .76
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	1
Total Postage & Fees	\$ 5.66

Postmark  
Here

Sent To *Wendy L. Wolfe*  
Street, Apt. No.: *2 N. Highland Street*  
or PO Box No. *20007*  
City, State, Zip *DuBois, PA 15801-2232*

PS Form 3800, August 2006 See Reverse for Instructions

POPE, DRAYER AND ASSOCIATES

ATTORNEYS AT LAW

CLARION, PENNSYLVANIA 16214

7007 1490 0000 6682 3368

UNITED STATES POSTAGE  
PITNEY BOWES

02 1P \$ 005.66

Wendy L. Wetter  
2 N. Highland Street  
2062 1 12 11/07/08  
NAME  
NIXIE  
RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD  
RETURN TO SENDER  
10/22/08  
10/22/08  
443 08

Wendy L. *Wolfe*  
2 N. Highland Street  
2062 1 16

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

*Wendy L. Wolfe  
2 N. Highland Street  
DuBois, PA 15801-2232*

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature <b>X</b>	B. Received by (Printed Name) <b></b>	C. Date of Delivery <b></b>
D. Is delivery address different from item 1? If YES, enter delivery address below:		<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		

2. Article Number  
*7007 1490 0000 6682 3368*  
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

FILED  
NOV 14 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

5  
FILED 3cc Atty  
m/3:30 pm Warmbrodt  
DEC 01 2008  
LS  
William A. Shaw  
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff No. 06-1348-CD

vs.

**PRAECIPE TO SETTLE, DISCONTINUE  
& END AS TO THE GARNISHEE  
NATIONAL CITY BANK & S&T BANK ONLY**

WENDY L WOLFE

Defendant

NATIONAL CITY BANK  
S&T BANK

Garnishee FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#5215207

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 06-1348-CD

WENDY L WOLFE

Defendant

NATIONAL CITY BANK  
S&T BANK

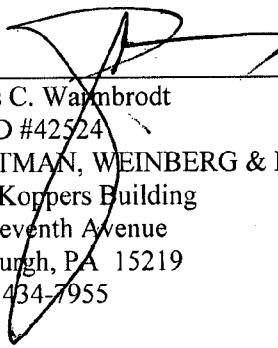
Garnishee

**PRAECIPE TO SETTLE DISCONTINUE AND END**  
**AS TO THE GARNISHEE , NATIONAL CITY BANK AND S&T BANK, ONLY**

TO THE PROTHONOTARY OF COUNTY:

Please kindly Settle Discontinue and End the above captioned matter as to Garnishee, NATIONAL CITY BANK AND S&T BANK, only, upon the records of the Court and mark the cost paid.

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

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

WWR#5215207

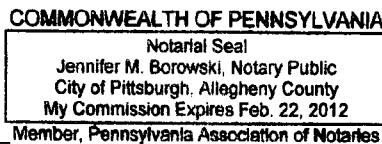
Sworn to and subscribed

Before me the 19

Day of NOVEMBER

, 2008

  
NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20859  
NO: 06-1348-CD

PLAINTIFF: CAPITOL ONE BANK

vs.

DEFENDANT: WENDY L. WOLFE

Execution PERSONAL PROPERTY / INTERROGATORIES

**SHERIFF RETURN**

DATE RECEIVED WRIT: 9/15/2008

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 3/6/2012

FILED  
09:30 AM  
MAR 06 2012  
William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

@ SERVED WENDY L. WOLFE

DEPUTIES UNABLE TO LEVY OR SERVE WENDY L. WOLFE, DEFENDANT, AFTER SEVERAL ATTEMPTS.  
SPOKE WITH HER BY PHONE SHE WILL CONTACT PLAINTIFF.

10/10/2008 @ 11:30 AM SERVED S&T BANK

SERVED S&T BANK, GARNISHEE, BY HANDING TO DEBRA CONDON, ADMINISTRATIVE SPECIALIST, AT HER  
PLACE OF EMPLOYMENT S&T BANK, 614 LIBERTY BLVD., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND BY MAKING  
KNOWN TO HER THE CONTENTS THEREOF.

10/10/2008 @ 11:36 AM SERVED NATIONAL CITY BANK

SERVED NATIONAL CITY BANK, GARNISHEE, BY HANDING TO PAM FARREL, BRANCH MANAGER, AT HER  
PLACE OF EMPLOYMENT NATIONAL CITY BANK, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND BY MAKING  
KNOWN TO HER THE CONTENTS THEREOF.

@ SERVED

NOW, MARCH 6, 2012 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20859  
NO: 06-1348-CD

PLAINTIFF: CAPITOL ONE BANK

vs.

DEFENDANT: WENDY L. WOLFE

Execution PERSONAL PROPERTY / INTERROGATORIES

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$141.60

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
by *Amber Butler-Cayhul*  
Chester A. Hawkins  
Sheriff

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

CAPITAL ONE BANK  
Plaintiff

vs.

Civil Action No. 06-1348-CD

WENDY L WOLFE  
Defendant

NATIONAL CITY BANK  
S&T BANK  
Garnishee

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: WENDY L WOLFE Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of NATIONAL CITY BANK & S&T BANK, as garnishee, 200 N BRADY ST DU BOIS PA 15801 AND 614 LIBERTY BLVD DU BOIS PA 15801 and to notify the garnishee that:
  - a. An attachment has been issued;
  - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
  - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
    - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
    - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above sated

Amount due ..... \$ 3907.55

Costs to be added..... \$

Received this writ this 15<sup>th</sup> day  
of September A.D. 2008 Prothonotary costs  
At 3:00 A.M./P.M. 125.00  
Prothonotary

Christopher A. Henly Willie Eller  
Sheriff of Clearfield County - Auditor 61 Deputy

DATED: 9/15/08

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

CAPITAL ONE BANK  
Plaintiff

vs.

No. 06-1348-CD

WENDY L WOLFE

Defendant

**WRIT OF EXECUTION**  
**NOTICE**

This paper is a "Writ of Execution". It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken and sold by the Sheriff to satisfy your debts. **SUCH PROPERTY IS SAID TO BE EXEMPT**. No matter what you may owe, there is a **DEBTOR'S EXEMPTION** established by law. This means that no matter what happens, the Sheriff must give you from the sale at least \$300.00 in cash or property. There are also other exemptions which may be applicable to you. Listed below is a summary of some of the major exemptions. You may have other exemptions or other rights. If you have an exemption, you should do the following promptly:

- (1) Complete the claim form on the opposite side and demand a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court when and where you are told to appear ready to explain your exemption. **IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.**

**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.**

LAWYER REFERRAL SERVICE  
PENNSYLVANIA BAR ASSOCIATION  
P.O. BOX 186  
HARRISBURG, PA 17108  
TELEPHONE NO.: 1-800-692-7375

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

1. \$300.00 exemptions set by law.
2. All wearing apparel used by yourself and all family members.
3. Bibles, school books, sewing machines, uniforms & equipment.
4. Tools of your trade such as carpenter's tools.
5. Most wages & unemployment benefits.
6. Social Security benefits, certain retirement funds and accounts.
7. Certain veteran & armed forces benefits.
8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON,

(a) I desire that my statutory \$300.00 exemption be:

(1) set aside in kind (specify property, to be set aside in kind):

(2) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption: (specify property and basis of exemption):

(2) FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:

(a) my \$300.00 statutory exemption:  in cash  in kind  
(specify property):

(b) Social Security benefits on deposit in the amount of \$ \_\_\_\_\_

(c) Other (specify amount & basis for exemption): \_\_\_\_\_

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. § 4904 relating to unsworn falsification to authorities:

Date: \_\_\_\_\_ Defendant: \_\_\_\_\_

**THIS CLAIM TO BE FILED WITH:**

Office of the Sheriff of Clearfield County  
1 N. Second Street, Suite 116, Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
Telephone Number: (814) 765-2641 ext. 5986

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME WENDY L. WOLFE

NO. 06-1348-CD

NOW, March 05, 2012, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Wendy L. Wolfe to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR SERVICE	9.00
MILEAGE LEVY	22.23
MILEAGE POSTING HANDBILLS	
COMMISSION	0.00
POSTAGE	1.68
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	18.00
ADD'L POSTING	
ADD'L MILEAGE	66.69
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	9.00
COPIES	10.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$141.60</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	3,907.55
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$4,214.15</b>
<b>COSTS:</b>	
ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	141.60
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$266.60</b>
<b>TOTAL COSTS</b>	<b>\$4,214.15</b>

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff