

06-1349-CD  
Capital One Bank vs Gene Yingling

2006-1349-CD  
Capital One Bank vs Gene Yingling

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No: 2006-1349-CV

vs.

COMPLAINT IN CIVIL ACTION

GENE R YINGLING

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  
05215777 C A Pit SGM

FILED

F4

AUG 21 2006

1349/C

William A. Shaw  
Prothonotary/Clerk of Courts

1 cent to Shff

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

CAPITAL ONE BANK

Plaintiff  
vs. Civil Action No

GENE R YINGLING

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:

GENE R YINGLING  
939 FOREST ST  
COALPORT, PA 16627

3. Defendant applied for and received a credit card bearing the account number 4862362217390379 .

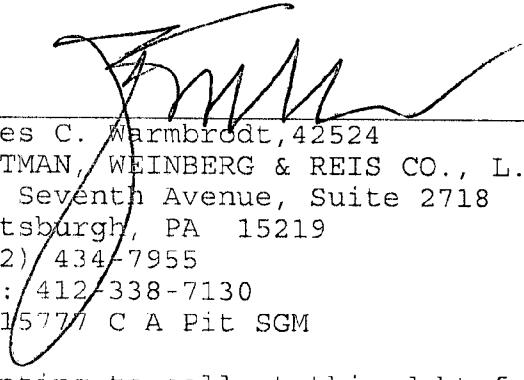
4. Defendant made use of said credit card and has a current balance due of \$2457.38 , as of August 10, 2006 .

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 , GENE R YINGLING , INDIVIDUALLY , in the amount of \$2457.38 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  
05215777 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!



- 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	\$1,206.36
Payments, Credits and Adjustments	\$0.00
Transactions	\$123.00
Finance Charges	\$27.51
New Balance	\$1,356.87
Minimum Amount Due	\$1,356.87
Payment Due Date	July 23, 2003
Total Credit Line	\$750
Total Available Credit	\$0.00
Credit Line for Cash	\$750
Available Credit for Cash	\$0.00

### PLATINUM VISA ACCOUNT

4862-3622-1739-0379

MAY 24 - JUN 23, 2003

Page 1 of 1

### Payments, Credits and Adjustments

#### Transactions

1	24 MAY	OVERLIMIT FEE	\$29.00
2	23 JUN	CAPITAL ONE MEMBER FEE	59.00
3	23 JUN	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 06/23/2003 because your minimum payment was not received by the due date of 06/23/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

### At your service

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

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

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

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

**EXHIBIT**  
" / "

### Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$626.00	.07096%	25.90%	\$13.77
CASH	\$624.50	.07096%	25.90%	\$13.74

ANNUAL PERCENTAGE RATE applied this period

25.90%

468875

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**CapitalOne®**

0000000 0 4862362217390379 23 1356870030001356872

New Balance	\$1,356.87
Minimum Amount Due	\$1,356.87
Payment Due Date	July 23, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3622-1739-0379

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



046887

#9017581930063947# MAIL ID NUMBER  
GENE R YINGLING  
PO BOX 8  
COALPORT PA 16627-0008



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 cash advances, new special transfers and new other charges if you pay your total "New Balance", in accordance with the important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance" in full.
- b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the total "New Balance" from the previous statement in full, finance charges 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. **Finance Charge.** If you do not pay the total "New Balance" in full, 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. **Interest 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 periodic rate(s) for that segment and the number of days previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the periodic finance charge for each segment and add any new periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any periodic or credit posted as of that day that are allocated to that segment and give you the average daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segment are not included in 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 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 and each segment, subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. **Annual Percentage Rates (APR).**  
a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.  
b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or 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*. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month of the change.  
c. If the code D (Prime), F (1 mo. LIBOR) or G (3 mo. LIBOR Repriced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.**  
Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or fail to assess any fees without prior notice to you without waiving our right to assess the same or similar fees at a later time.
5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you. If you can't yet account for the period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. **If You Close Your Account.** You can request to close your account at any time by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to renew your account. After we receive your request to close until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your statement or not. If 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 re-opening 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, the account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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

#### BILLING RIGHTS SUMMARY

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

#### † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only where the purchase price was more than \$500 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

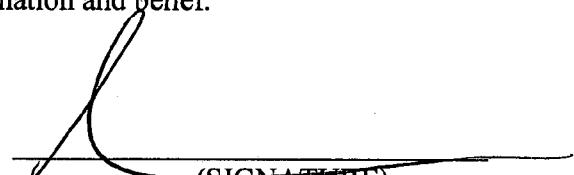
01LGLBAK

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn 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#05215777

Prosecutor/Clerk of Courts  
William A. Snow

AUG 21 2006

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101856  
NO: 06-1349-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK  
vs.  
DEFENDANT: GENE R. YINGLING

SHERIFF RETURN

---

NOW, August 28, 2006 AT 9:45 AM SERVED THE WITHIN COMPLAINT ON GENE R. YINGLING DEFENDANT AT 939 FOREST ST., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GENE R. YINGLING, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED

0/3:14 cm  
SEP 05 2006

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2589935	10.00
SHERIFF HAWKINS	WELTMAN	2589935	42.92

Sworn to Before Me This

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

So Answers,

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

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

CAPITAL ONE BANK,

Plaintiff No. 2006-1349-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

GENE R YINGLING

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#05215777  
Judgment Amount \$ 2,561.78

**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/10/48/2006  
OCT 19 2006  
to Def.

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

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

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. 2006-1349-CD

GENE R YINGLING

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, GENE R YINGLING above named, in the default of an Answer, in the amount of \$2,561.78 computed as follows:

Amount claimed in Complaint	\$2,457.38
Interest from AUGUST 10, 2006 TO OCTOBER 9, 2006 at the legal interest rate of 25.9% per annum	\$104.40
<b>TOTAL</b>	<b>\$2,561.78</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#05215777

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: 939 FOREST ST, COALPORT,PA 16627

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

CAPITAL ONE BANK

Plaintiff

Case # 2006-1349-CD

GENE R YINGLING

Defendant(s)

IMPORTANT NOTICE

TO: GENE R YINGLING  
939 FOREST ST  
COALPORT, PA 16627

Date of Notice: 9/26/06  
WWR#: 05215777

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: 2006-1349-CD

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

GENE R YINGLING

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, GENE R YINGLING 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, GENE R YINGLING is not in the military service.

Further Affiant sayeth naught.

THE HABITAT

SWORN TO AND SUBSCRIBED in my presence this 1 day  
of Oct 2010

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 13:09:00



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
YINGLING	GENE		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: OOFNOTEVQX*

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

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. 2006-1349-CD

GENE R YINGLING

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 \$2,561.78 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: Willie L. Hargan

PROTHONOTARY (OR DEPUTY)

GENE R YINGLING  
939 FOREST ST  
COALPORT, PA 16627

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

CO<sup>Y</sup>

Capital One Bank  
Plaintiff(s)

No.: 2006-01349-CD

Real Debt: \$2,561.78

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Gene R. Yingling  
Defendant(s)

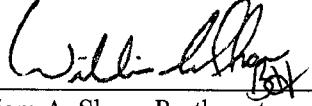
Entry: \$20.00

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