

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No: 06-1399-CD

vs.

COMPLAINT IN CIVIL ACTION

TINA M SONGER

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
05216617 C A Pit SGM

June 4, 2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

FILED 1CC
M 19 18 2011 Shff
AUG 28 2011 2016 Atty pd. \$5.00
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
TINA M SONGER
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:

TINA M SONGER
10 GROVE PL
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 5291152105743377 .

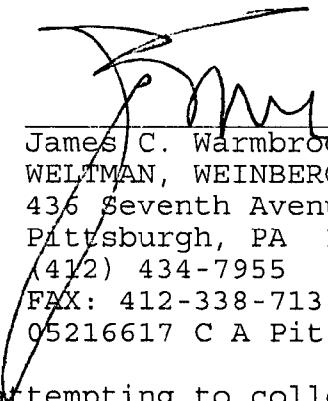
4. Defendant made use of said credit card and has a current balance due of \$2083.30 , as of August 11, 2006 .

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 11, 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 , TINA M SONGER , INDIVIDUALLY , in the amount of \$2083.30 with continuing interest thereon at the rate of 25.900% per annum from August 11, 2006 plus costs.



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436 Seventh Avenue, Suite 2718
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05216617 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

GOLD MASTERCARD ACCOUNT
5291-1521-0574-3377

MAR 05 - APR 07, 2003
Page 1 of 1

Account Summary

Previous Balance	\$1,026.44
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$25.77
 New Balance	 \$1,116.21
Minimum Amount Due	\$1,116.21
Payment Due Date	May 07, 2003
 Total Credit Line	 \$500
Total Available Credit	\$0.00
Credit Line for Cash	\$500
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	05 MAR	OVERLIMIT FEE	\$29.00
2	07 APR	CAPITAL ONE MONTHLY MEMBER FEE	6.00
3	07 APR	PAST DUE FEE	29.00

You were assessed a past due fee of \$29.00 on 04/07/2003 because your minimum payment was not received by the due date of 04/07/2003. 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

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

Important Account Information

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

EXHIBIT

Finance Charges		Please see reverse side for important information		
		Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES		\$1,068.06	.07096%	25.99%
CASH		\$0.00	.07096%	25.99%

ANNUAL PERCENTAGE RATE applied this period

25.90%

24386M

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 5291152105743377 07 1116210100001116217

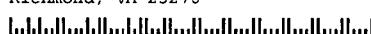
New Balance	\$1,116.21
Minimum Amount Due	\$1,116.21
Payment Due Date	May 07, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	5291-1521-0574-3377

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		

#9009873820166090# MAIL ID NUMBER
TINA M SONGER
10 GROVE PL
DU BOIS PA 15801-2723

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



02438





07R0300100
2.....8.....

<p>1. How To Avoid A Finance Charge.</p> <p>† 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 full by the due date with the payment. 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."</p> <p>b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of transaction or 2) from the date the transaction is processed to your account or 31 from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. The periodic finance charge is added to the applicable segment of your account.</p> <p>† 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.</p> <p>† d. Interest Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases).</p> <p>a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance for each segment. Then, at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and purchases to the daily balance for each previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are 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 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 issued.</p> <p>b. If the code Z or M 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</p> <p>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 do not 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.</p> <p>3. Annual Percentage Rates (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as APR, APY, or APR.</p> <p>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 <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period coincident with your performance statement ending in the months January, April, July, and October.</p> <p>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 <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>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 notice to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. Membership Fee Account. If a membership fee appears on the front of this statement, we have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay you "New Balance" and (excluding the membership fee) all other fees for the current billing period.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. You will be responsible for all amounts incurred until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account. They are incurred subsequent to your request to close the account and may result in charges appearing on your account after you have requested the account to be closed or the reopening of</p>	<p>your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for a specific 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.</p> <p>7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>BILLING RIGHTS SUMMARY (In Case of Errors or Complaints About Your Bill)</p> <p>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 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, the date 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 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.</p> <p>† Special Rule For Credit Card Purchases</p> <p>If you have a problem with the quality of property or services that you purchased with a credit card and you have a good faith to correct the problem with the merchant, you may have the right to a refund of the amount 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.</p> <p>† Does not apply to consumer non-credit card accounts</p> <p>‡ Does not apply to business non-credit card accounts</p> <p>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</p> <p>01LGLBAK</p>
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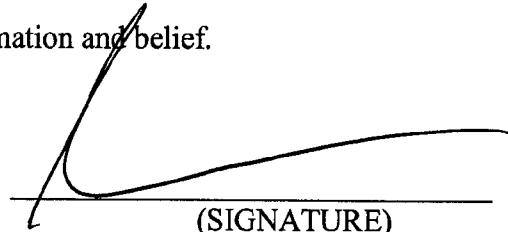
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VERIFICATION

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 (TITLE) of Cont'lone Bank (COMPANY), plaintiff herein, that

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


(SIGNATURE)

WWR# J5216617

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket #

101872

CAPITAL ONE BANK

Case # 06-1399-CD

vs.

TINA M. SONGER

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW October 04, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO TINA M. SONGER, DEFENDANT. SEVERAL ATTEMPTS NOT HOME.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2591500	10.00
SHERIFF HAWKINS	WELTMAN	2591500	64.73

Sworn to Before me This

____ Day of _____ 2006

So Answers,

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

FILED
OCT 05 2006
SJS

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

No: 06-1399-CD

vs.

COMPLAINT IN CIVIL ACTION

TINA M SONGER

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
05216617 C A Pit SGM

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

AUG 28 2006

Attest,



William L. Burch
Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No

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Defendant

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CLEARFIELD COUNTY COURTHOUSE
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(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:

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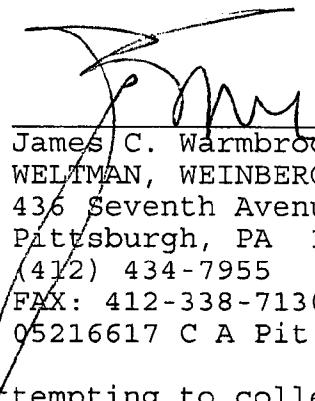
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6. Plaintiff is entitled to the addition of interest at the rate of 25.900% per annum on the unpaid balance from August 11, 2006 . A copy of Plaintiff's STATEMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

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014-1102

CapitalOne

GOLD MASTERCARD ACCOUNT
5291-1521-0574-3377

MAR 05 - APR 07, 2003
Page 1 of 1

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At your service

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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 85147
P.O. Box 85147 Richmond, VA 23285-5015

Important Account Information

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

EXHIBIT

Finance Charges		Please see reverse side for important information		
		Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES		\$1,068.06	.07096%	25.90%
CASH		\$0.00	.07096%	25.90%

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 5291152105743377 07 1116210100001116217

New Balance	\$1,116.21
Minimum Amount Due	\$1,116.21
Payment Due Date	May 07, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	5291-1521-0574-3377

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		

#9009873820166090# MAIL ID NUMBER
TINA M SONGER
10 GROVE PL
DU BOIS PA 15801-2723

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



024388





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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, to be credited by you on your statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance."
- b. Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
- 2. Average Daily Balance (Including New Purchases).**
- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the daily periodic rates calculated to all of your periodic finance charges for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge on the previous day's balance for that segment. We then subtract any payment or credit posted to that day that are allocated to that segment. This leaves us 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 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 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.) Then we divide 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 A (Prime), L (3-mo. LIBOR), C (Certificate of Deposit) or S (Bank Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month of January, April, July and October.
- c. If the code D (Prime), L (1-mo. LIBOR) or S (Bank Prime) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
- d. **4. Assessing of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than one of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
- 5. Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date the statement was mailed to you to avoid the fee or waive the fee by calling us. If you do not cancel your account during this period, 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 transaction you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction on your bill, write to us on a separate sheet as soon as possible and add the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error. If you are unsure about the dollar amount 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 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

24389M

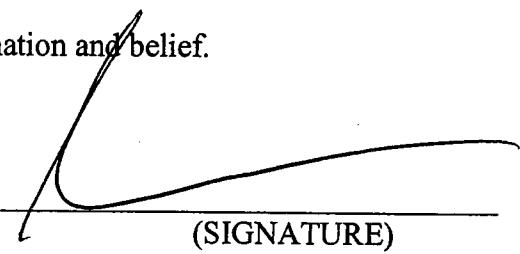
O1LGLBAK

VERIFICATION

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

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

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


(SIGNATURE)

WWR# J5216617

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

CAPITAL ONE BANK

Plaintiff No. 06-1399-CD

vs.

MOTION FOR ALTERNATE SERVICE

TINA M SONGER

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

FILED NO
APR 19 2007
6K

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff No. 06-1399-CD

vs.

TINA M SONGER

Defendant

PLAINTIFF'S MOTION FOR ALTERNATE SERVICE

AND NOW, comes Plaintiff, by counsel, Weltman, Weinberg & Reis Co., L.P.A. and requests this Honorable Court to enter an Order allowing the Plaintiff to make service upon Defendant, TINA M SONGER, by certified U.S. Mail and Certificate of Mailing, addressed to 10 Grove Pl, Du Bois, Pa 15801 , averring in support thereof the following:

1. On or about AUGUST 28, 2006, Plaintiff filed a Complaint in Civil Action against Defendant to recover the unpaid balance due Plaintiff from Defendant in the amount of \$2083.30.

2. When the Sheriff of CLEARFIELD County, Pennsylvania, attempted to make service of Plaintiff's Complaint on Defendant, the Sheriff was unable to do so, as evidenced by the Sheriff's return, a true and correct copy of which is attached hereto, marked Exhibit "1", and made a part hereof.

3. Upon receipt of the Sheriff's return of no service, Plaintiff conducted an investigation with the United States Postal Service to confirm the physical address of the Defendant.

4. Pursuant to Plaintiff's request for information, the United States Postal Service confirmed Defendant's physical address of 10 Grove Pl, Du Bois, Pa 15801 , a true and correct copy of Plaintiff's Postal Request is attached hereto, marked as Exhibit "2", and made a part hereof.

5. Plaintiff conducted an online white pages search and was unable to confirm a current address for Defendant of 10 Grove Pl, Du Bois, Pa 15801 .

6. Plaintiff contacted the CLEARFIELD County Tax Assessment office, a representative from which confirmed the Defendant's current physical address as 10 Grove Pl, Du Bois, Pa 15801 .

7. Plaintiff requested information from the Department of Motor Vehicles for Defendant and there are vehicles registered to Defendant at 10 Grove Pl, Du Bois, Pa 15801 . A true and correct copy of the Motor Vehicle Abstract is attached hereto, marked as Exhibit "3", and made a part hereof.

8. Based upon the foregoing, Plaintiff believes and therefore avers that Defendant is attempting to avoid service of process in the above-captioned matter and Plaintiff therefore seeks an Order of Court, pursuant to Pennsylvania Rule of Civil Procedure 430, granting Plaintiff leave to serve its Complaint on Defendant by alternative means.

WHEREFORE, Plaintiff requests this Honorable Court to enter an Order pursuant to PA.R.C.P. 430(a), authorizing the Plaintiff to serve Defendant by Certified U.S. Mail and Certificate of Mailing sent to an address (10 Grove Pl, Du Bois, Pa 15801) at which Defendant is presently receiving mail according to information obtained from the Post Office, or by allowing service by a competent adult.



William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # 101872

Case # 06-1399-CD

CAPITAL ONE BANK

vs.

TINA M. SONGER

COPY

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW October 04, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO TINA M. SONGER, DEFENDANT. SEVERAL ATTEMPTS NOT HOME.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2591500	10.00
SHERIFF HAWKINS	WELTMAN	2591500	64.73

Sworn to Before me This

So Answers,

____ Day of _____ 2006


Chester A. Hawkins
Sheriff

EXHIBIT

1

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

ATTORNEYS AT LAW
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
412.434.7955
www.weltman.com

WILLIAM T. MOLCZAN
Attorney at Law
412.434.7955
Fax 412.434.7959
wmolczan@weltman.com



BURLINGTON, NJ
609.914.0437
CHICAGO, IL
847.940.9812
CINCINNATI, OH
513.723.2200
CLEVELAND, OH
216.685.1000
COLUMBUS, OH
614.228.7272
DETROIT, MI
248.362.6100
PHILADELPHIA, PA
215.599.1500

October 9, 2006

Postmaster
DuBois, PA 15801

Request for Change of Address or Boxholder Information Needed for Service of Legal Process

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Tina M. Songer
Address: 10 Grove Place
DuBois, PA 15801

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: William T. Molczan, Esquire, Attorney for Plaintiff, Capital One Bank
2. Statute or regulation that empowers me to serve process: N/A
3. The names of all known parties to the litigation: Capital One Bank vs. Tina M. Songer
4. The Court in which the case has been or will be heard: Court of Common Pleas of Clearfield County
5. The docket or other identifying number if one has been issued: 06-1399-CD

The capacity in which this individual is to be served: Defendant

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

EX-100
2

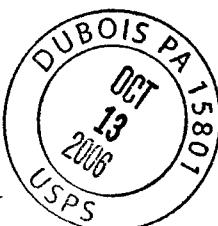
FOR POST OFFICE USE ONLY

BOXHOLDER'S POSTMARK

- Not known at address given.
 Moved, left no forward address.
 No such address.
 No change of address on file
 Good as Addressed

XXX PLEASE INDICATE PHYSICAL ADDRESS

NEW ADDRESS or NAME and STREET ADDRESS



PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
VEHICLE RECORD ABSTRACT

11/14/06

PAGE 1

063180713000540 002

276002

OWNER : TINA M SONGER
10 GROVE PL
DU BOIS PA 15801

LESSEE : NONE

TITLE NUMBER : 46234848
TAG NUMBER : DSS4997
VIN : 1G3AG54N5P6404972

MAKE : OLDSMOBILE
MODEL : CIS
RENEWAL WID : 053143404001485 001
PREVIOUS TAG : DNA5596
LIENS : NO
STOPS : NO

TITLE DATE : 06/15/93
REGISTRATION EXPIRY DATE: 12/06
BODY TYPE : SDN
ODOMETER READING : 95,999*
*ACTUAL MILEAGE
DUPLICATE TITLE COUNT : 0
VEHICLE YEAR : 1993
STOLEN DATE :

TITLE BRAND INFORMATION

NO TITLE BRANDS EXIST FOR THIS TITLE

LIEN INFORMATION

NO LIENS EXIST FOR THIS TITLE

EXHIBIT

3

ADDRESS CORRESPONDENCE TO:
DEPARTMENT OF TRANSPORTATION
VEHICLE RECORD SERVICES
PO BOX 68691
HARRISBURG, PA 17106-8691

INFORMATION: (8:00 AM TO 6:00 PM)
IN STATE 1-800-932-4600
OUT-OF-STATE 717-412-5300
TDD IN STATE 1-800-228-0676
TDD OUT-OF-STATE 717-412-5380
WWW.DOT.STATE.PA.US

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the within Motion for Alternate Service was served on the 17 day of April, 2007, by first class, U.S. Mail, postage-prepaid, addressed as follows:

TINA M SONGER
10 Grove Pl
Du Bois, Pa 15801



Attorney for Plaintiff

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

CAPITAL ONE BANK

NO. 06-1399-CD

Plaintiff

vs.

TINA M SONGER

Defendant

AFFIDAVIT PURSUANT TO PA R.C.P. 430 (a)

BEFORE ME, a Notary Public, in and for the foregoing County and Commonwealth, personally appeared William T. Molczan, Esquire, of Weltman, Weinberg & Reis, Co., L.P.A., attorneys for Plaintiff, and deposes and says that the following accurately reflects efforts made to ascertain the exact whereabouts of Defendant named in the above-captioned matter.

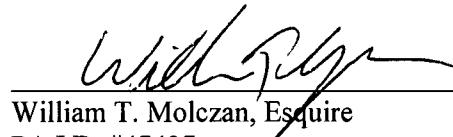
a. Plaintiff requested current address information from the United States Postal Service,

which request for information confirmed the current address for Defendant as being 10 Grove Pl,
Du Bois,Pa 15801 . A true and correct copy of the Postal Service Return is marked Exhibit "2"
attached hereto and made a part hereof.

b. Plaintiff requested a vehicle search on the Defendant, which shows that the Defendant has
a registered vehicle at 10 Grove Pl, Du Bois,Pa 15801 . A true and correct copy is attached hereto
and marked as Exhibit "3".

Finally, Affiant deposes and says that after the foregoing investigation, the exact whereabouts of the Defendant, TINA M SONGER, is 10 Grove Pl, Du Bois, Pa 15801 .

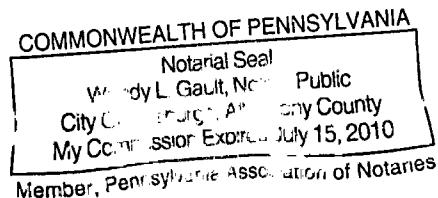
WELTMAN, WEINBERG & REIS, CO., L.P.A.



William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

Sworn to and subscribed before me
this 9 day of April, 07

Notary



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

CAPITAL ONE BANK

Plaintiff No. 06-1399-CD

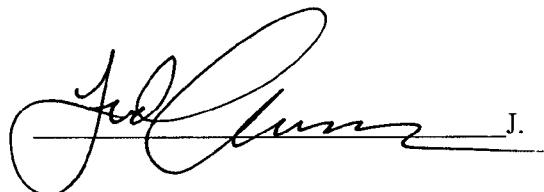
vs.

TINA M SONGER

ORDER OF COURT

AND NOW, to-wit, this 20 day of April, 2007, upon consideration of the foregoing Motion for Service of the Complaint Pursuant to Special Order of Court and attached supporting affidavit, it is hereby ORDERED, ADJUDGED AND DECREED, that the service of the Complaint in Civil Action may be made on Defendant, TINA M SONGER, by permitting the Plaintiff to mail a copy of the Complaint to the Defendant the last known address being 10 Grove Pl, Du Bois, Pa 15801 by Certified Mail and by Certificate of Mailing Postal Form 3817, postage prepaid. Service to be completed upon mailing.

BY THE COURT:



FILED
04/23/2007
APR 23 2007
Molczan
1cc
Atty

William A. Shaw
Prothonotary/Clerk of Courts (62)

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

CAPITAL ONE BANK

Plaintiff No. 06-1399-CD

vs. PRAECIPE TO REINSTATE COMPLAINT

TINA M SONGER

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

WWR#05216617

FILED Atty pd. 7-00
10/22/2007
JUN 04 2007 Complaint
Reinstated to
William A. Shaw Atty
Prothonotary/Clerk of Courts
(6K)

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 06-1399-CD

TINA M SONGER

Defendant

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

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

WWR #05216617

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

CAPITAL ONE BANK

Plaintiff No. 06-1399-CD

vs.

TINA M SONGER

AFFIDAVIT OF SERVICE OF COMPLAINT

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

WWR#5216617

FILED NO CC
JUL 11 2004
JUL 19 2004
LM
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff No. 06-1399-CD
vs.

TINA M SONGER
Defendant

AFFIDAVIT OF SERVICE OF COMPLAINT

Before me, the undersigned authority, personally appeared WILLIAM T. MOLCZAN, Esquire, who, being duly sworn according to law, deposes and says that on JUNE 22, 2007, he did cause to be sent to Defendant, TINA M SONGER , Plaintiff's Complaint by Certificate of Mailing Postal Form 3817 and on JUNE 22, 2007, he did cause to be sent to Defendant, TINA M SONGER , Plaintiff's Complaint by Certified Mail, Return Receipt requested, directed to the Defendant at her last known address of 10 GROVE PL DU BOIS,PA 15801 . True and correct copy of Plaintiff's Certificate of Mailing PS Form 3817 is attached hereto, marked as Exhibit "1" and made a part hereof. Furthermore, true and correct copy of Plaintiff's Receipt for Certified Mail is attached hereto, marked as Exhibit "2" and made a part hereof.

As the Order of Court states, service is deemed to be perfected as of JUNE 22, 2007, the date of mailing.

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

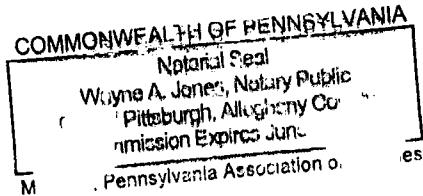
By: Walt Disney

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#5216617

Sworn to and subscribed
before me this 10
day of July, 2007.

Wayne D. Jones



EXHIBIT

4994 6994 4739 1000 054 9009

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com ®	
OFFICIAL USE	
Postage	\$ 1.14
Certified Fee	\$ 2.65
Return Receipt Fee (Endorsement Required)	\$ 2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.94

1.14
2.65
2.15
5.94

POSTAGE & HANDLING ST. STA. 15219 WINDOW SERVICE
JUN 22 2007 Postmark Here
USPS

Sent To
Tina M. Songer
10 Grove PL
Du Bois PA 15801

PS Form 3800, August 2006
See Reverse for Instructions

FIRST CLASS

048182041982

U.S. POSTAL SERVICE	
CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT	
PROVIDE FOR INSURANCE — POSTMASTER	
Received From:	Weltman, Weinberg & Reis
	2718 Koppers Bldg
	436 7th Ave.
	Pittsburgh, PA 15219
One piece of ordinary mail addressed to:	(412) 434-7955
Tina M. Songer	
10 Grove PL	
Du Bois PA 15801	

POSTAGE & HANDLING ST. STA. 15219 WINDOW SERVICE
JUN 22 2007
USPS

neopost®

\$ 01.050
06/22/2007
Mailed From 15219
US POSTAGE

PS Form 3817, Mar. 1989

EXHIBIT

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

CAPITAL ONE BANK,

Plaintiff No. 06-1399-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

TINA M SONGER

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#5216617
Judgment Amount \$ 2,626.46

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

FILED 7/20/07 Atty pd. 20.00
AUG 29 2007 ICC Notice to Def.
William A. Shaw
Prothonotary/Clerk of Courts
Statement to Atty
(CR)

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

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. 06-1399-CD

TINA M SONGER

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, TINA M SONGER above named, in the default of an Answer, in the amount of \$2,626.46 computed as follows:

Amount claimed in Complaint	\$2,083.30
Interest from AUGUST 11, 2006 TO AUGUST 13, 2007 at the legal interest rate of 25.9% per annum	\$543.16
TOTAL	\$2,626.46

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: 

JAMES C WARMBRODT, ESQUIRE
PA I.D.#42524
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#3216617

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: 10 GROVE PL DU BOIS, PA 15801

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

C
O
P
Y

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. 06-1399-CD

TINA M SONGER

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 8/29/07

Assumpsit Judgment in the amount
of \$2,626.46 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:

John L. Weinberg

PROTHONOTARY (OR DEPUTY)

TINA M SONGER
10 GROVE PL
DU BOIS, PA 15801

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 COMMON PLEAS COURT OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK,

Case no: 06-1399-CD

Plaintiff
vs.

NON-MILITARY AFFIDAVIT

TINA M SONGER

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, TINA M SONGER 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, TINA M SONGER is not in the military service.

Further Affiant sayeth naught.



AFFILIATE

SWORN TO AND SUBSCRIBED in my presence this 14 day
of August 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

AUG-13-2007 11:21:53



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
SONGER	TINA		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. §§ 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: BMZXCVZBPZ

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

CAPITAL ONE BANK

Plaintiff

Case # 06-1399-CD

TINA M SONGER

Defendant (s)

IMPORTANT NOTICE

TO: TINA M SONGER
10 GROVE PL
DU BOIS, PA 15801

Date of Notice: August 2nd, 2007
WWR#: 05216617

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: Patrick Thomas Woodman
PATRICK THOMAS WOODMAN
PA I.D. #34507
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 KOPPERES BLDG, 436 7TH AVE.
PITTSBURGH, PA 15219

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

Capital One Bank
Plaintiff(s)

No.: 2006-01399-CD

Real Debt: \$2,626.46

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Tina M. Songer
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 29, 2007

Expires: August 29, 2012

Certified from the record this 29th day of August, 2007.



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