



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

CAPITAL ONE BANK

Plaintiff

vs.

JAMES E WESTOVER

Defendant

No. *06-1537-CD*

COMPLAINT IN CIVIL ACTION

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#05253221

**FILED** *Att'y pd. 85.00*  
*m/11/06/01*  
**SEP 22 2006** *1cc shff*  
*(S)*  
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.

JAMES E WESTOVER

Defendant

**COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND**

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

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

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

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No.

JAMES E WESTOVER

Defendant

COMPLAINT

AND NOW COMES, Plaintiff, by and through its counsel, WELTMAN, WEINBERG & REIS, CO., LPA., and hereby files this Complaint against Defendant, JAMES E WESTOVER , and, in support thereof, Plaintiff avers as follows:


1. The Plaintiff is a corporation with its principal place of business located at P.O. Box 85147, Richmond, VA 23285.
2. Plaintiff is the owner of this account, which is the subject matter of this action.
3. Defendant is an adult individual residing at 3241 SPRING RUN RD  
LA JOSE, PA 15753
4. Defendant requested the account and made use of said account and has currently a balance due and owing to Plaintiff, as of SEPTEMBER 15, 2006, in the amount of \$1,348.09. A true and correct copy of Plaintiff's Statement of Account is attached hereto, marked as Exhibit "1" and made a part hereof.

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

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, JAMES E WESTOVER , individually, in the amount of \$1,348.09 with finance charges thereon at the rate of 25.9% per annum from SEPTEMBER 15, 2006, plus costs.

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

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



---

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#: 05253221

The Deal You've Been Waiting For ...

003

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- > FREE Shipping & Handling

after rebate and 2-year service agreement

cingular  
raising the bar.™

WIREFLY®  
The Wireless Superstore

ACT NOW  
Limited Time Offer  
for Capital One®  
Cardholders

JAMES E WESTOVER RR 1 BOX 469 LA JOSE PA 15753-9607

5291071640865976

Capital One®

MASTERCARD ACCOUNT

SEP 07 - OCT 06, 2003

5291-0716-4086-5976

Page 1 of 1

## Account Summary

Previous Balance \$1,145.79  
Payments, Credits and Adjustments \$0.00  
Transactions \$64.00  
Finance Charges \$25.25

New Balance \$1,235.04  
Minimum Amount Due \$1,235.04  
Payment Due Date November 06, 2003

Total Credit Line \$400  
Total Available Credit \$0.00  
Credit Line for Cash \$400  
Available Credit for Cash \$0.00

## At your service

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

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

## Important Account Information

Cast your vote on [capitalonebowl.com](http://capitalonebowl.com) to help select the National Mascot of the Year from the 12 finalists, and be sure to tune in to ABC college football, ESPN, and ESPN2 to see this year's mascot commercials! This year's winner will be announced during the Capital One Bowl, which airs on ABC at 1:00p.m. ET on January 1st.

## Payments, Credits and Adjustments

This is our third and final notice that your account is seriously past due. Payment must be received within 72 hours to avoid action by our collection department.

## Transactions

1 08 SEP OVERLIMIT FEE \$29.00  
2 06 OCT PAST DUE FEE 35.00

Families in PA EARNING INCOMES UP TO \$43,240 per year may be eligible for low-cost or free health care coverage FOR THEIR UNINSURED CHILDREN. If you or someone you know has a child without health insurance, call toll free 1-877-KIDS-NOW for information about the low-cost or free health care coverage programs in PA.

You were assessed a past due fee of \$35.00 on 10/06/2003 because your minimum payment was not received by the due date of 10/06/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

EXHIBIT

" / "

## Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,185.97	.07096%	25.90%	\$25.25
CASH	\$0.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

0000000 0 5291071640865976 06 1235040010001235040

New Balance \$1,235.04  
Minimum Amount Due \$1,235.04  
Payment Due Date November 06, 2003

Total enclosed \$   
Account Number: 5291-0716-4086-5976

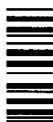
Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #  
City State ZIP  
Home Phone Alternate Phone  
Email Address @

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



048312



#9028068516927080# MAIL ID NUMBER  
JAMES E WESTOVER  
RR 1 BOX 469  
LA JOSE PA 15753-9607



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

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## Motorola RAZR V3 phone includes:

- > Digital Zoom Camera
- > Bluetooth Capability
- > Built-in Speakerphone
- > Ultra-Thin Compact Design

## Cingular Wireless Plans include:

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  - > FREE Nationwide Long Distance
  - > No Roaming Charges
  - > Rollover Unused Anytime Minutes
- (A feature specific only to Cingular Wireless!)

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Or Visit [www.wirefly.com/capitalone](http://www.wirefly.com/capitalone)



\* Phone free after mail-in rebate. This offer is fulfilled by InPhonic Inc., an authorized dealer for Cingular Wireless. Offer subject to credit approval or deposit, and is available to customers activating a new line of service on a two year contract with Cingular Wireless. Not all US markets are served by Cingular Wireless. If you are not in a Cingular Wireless area you will receive another great offer from another major wireless company. Other restrictions apply, see full offer for details. Offer Expires November 30, 2005. Offer may vary. Cingular, the graphic icon, Rollover and FamilyTalk are registered trademarks of Cingular Wireless, LLC. Raising The Bar and the graphic icon are service marks of Cingular Wireless, LLC. Cingular Wireless and the Cingular Wireless logo are trademarks or registered trademarks of Cingular Wireless LLC. © 2005 Cingular Wireless, LLC. All rights reserved.

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06R02 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 balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and 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 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 any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or 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 H appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. 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*, 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), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated 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 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 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 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 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. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account as of 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 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in 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

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01GLB4K

48312S

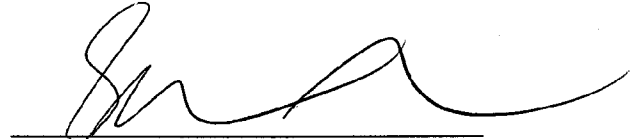
**Important Notice:** Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

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# 05253221



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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 06-1537-CD

JAMES E WESTOVER

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: ( ) Plaintiff  
(xx) Defendant  
( ) Garnishee

You are hereby notified that the following  
Order or Judgment was entered against you  
on 11-20-2006

(xx) Assumpsit Judgment in the amount  
of \$1,377.88 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.

(xx) Entry of Judgment of  
( ) Court Order  
( ) Non-Pros  
( ) Confession  
( ) Default  
( ) Verdict  
( ) Arbitration  
( ) Award  
(XX) By Consent

Prothonotary

JAMES E WESTOVER  
3241 SPRING RUN RD  
LA JOSE, PA 15753

By: William A. Shaw  
PROTHONOTARY (OR DEPUTY)

**FILED** pd 820.00 AH  
M/2:30pm recd NOTICE to debt  
NOV 20 2006 Statement to AH  
William A. Shaw  
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

JAMES E WESTOVER

Defendant

No.06-1537-CD

**PRAECIPE FOR ENTRY OF JUDGMENT  
BY CONSENT**

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**

**NOV 20 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

WWR#05253221

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 06-1537-CD

JAMES E WESTOVER

Defendant

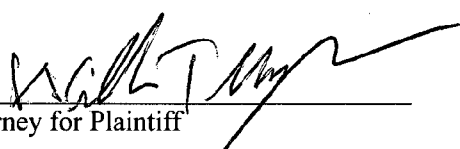
**PRAECIPE FOR JUDGMENT BY CONSENT**

TO THE PROTHONOTARY:

Kindly enter Judgment against Defendant, JAMES E WESTOVER , in the amount of \$1,377.88 plus costs,  
based upon the consent of the parties.

CONSENTED TO:

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

By:   
Attorney for Plaintiff

JAMES E WESTOVER ,

By:   
Defendant

WWR#05253221

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 06-1537-CD

JAMES E WESTOVER

Defendant

**STIPULATION OF THE PARTIES FOR PAYMENT  
AND FOR THE ENTRY OF JUDGMENT BY CONSENT**

TO THE PROTHONOTARY:

Kindly enter Judgment in favor of Plaintiff and against the Defendant, JAMES E WESTOVER , above-named, in the amount of \$1,377.88 pursuant to the Stipulation of the Parties for Payment and for the Entry of Judgment by Consent, as follows:

1. Defendant admits indebtedness to Plaintiff in the amount of \$1,377.88 with continuing interest thereon at a rate of 6% per annum plus costs from OCTOBER 19, 2006.
2. To secure the repayment of said indebtedness, Defendant agrees that Judgment by Consent will be entered in favor of the Plaintiff and against the Defendant, JAMES E WESTOVER , in the amount of \$1,377.88 plus continuing interest thereon at the rate of 6% per annum from OCTOBER 19, 2006 and costs.
3. Plaintiff agrees not to execute on its Judgment so long as Defendant causes to be delivered to Plaintiff the following payments in full by 12:00 NOON on the following dates:
  - (a) \$150.00 due by NOVEMBER 15, 2006;
  - (b) \$150.00 due on the 15<sup>TH</sup> day of each consecutive month thereafter until the Judgment amount plus accrued interest and costs are paid in full.

4. All payments are to be made payable to the order of " CAPITAL ONE BANK "

5. All payments due under this agreement are to be received at the offices of Weltman, Weinberg & Reis, Co., L.P.A., 2718 Koppers Building, 436 Seventh Avenue, Pittsburgh, PA 15219.

6. In the event of default, each payment received shall be first attributed to costs, interest and then to principal.

7. Time is of the essence of this agreement and should the Defendant fail to have in the hands of Plaintiff or Plaintiff's counsel any payment in full within five (5) calendar days of the stated due date, then Plaintiff shall be immediately free to issue Execution as well as pursue all other remedies, in law or in equity, to collect the full balance of the Judgment entered hereunder plus appropriate additional interest and costs.

8. No act or omission of the Plaintiff, nor of anyone alleged to be acting on its behalf, shall constitute a waiver, estoppel, or any other excuse for non-performance of any duty undertaken by the Defendant in this Stipulation which the parties agree is final and complete.

9. Intending to be legally bound, the parties set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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 No. 05253221

By: 

Defendant, JAMES E WESTOVER

COPY

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

Capital One Bank  
Plaintiff(s)

No.: 2006-01537-CD

Real Debt: \$1377.88

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

James E. Westover  
Defendant(s)


Entry: \$20.00

Instrument: Judgment by Consent

Date of Entry: November 20, 2006

Expires: November 20, 2011

Certified from the record this November 20, 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

DOCKET # 101946  
NO: 06-1537-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK  
vs.  
DEFENDANT: JAMES E. WESTOVER

SHERIFF RETURN

NOW, October 05, 2006 AT 10:13 AM SERVED THE WITHIN COMPLAINT ON JAMES E. WESTOVER DEFENDANT AT 3241 SPRING RUN RD, LAJOSE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RENEE WESTOVER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2574984	10.00
SHERIFF HAWKINS	WELTMAN	2574984	42.03

FILED  
9/21/2006  
DEC 14 2006

Sworn to Before Me This

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

William A. Shaw  
Prothonotary  
So Answers,

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

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

CAPITAL ONE BANK

Plaintiff

vs.

JAMES E WESTOVER

Defendant(s)

No. 06-1537-CD

PRAECIPE FOR SATISFACTION OF  
JUDGMENT

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Lyndsay E Rowland, Esquire  
PA I.D. # 205520  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7999

WWR#5253221 JAM

FILED *Atty pd.*  
*MD 58201*  
MAR 08 2010 *7.00*  
*1cc Atty*  
William A. Shaw  
Prothonotary/Clerk of Courts  
*(60)*



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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 06-1537-CD

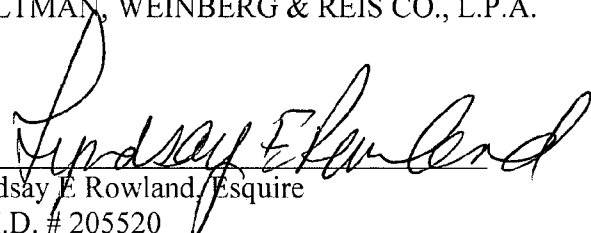
JAMES E WESTOVER

Defendant(s)

**PRAECIPE FOR SATISFACTION OF JUDGMENT**

At the request of the undersigned attorneys for the Plaintiff, you are directed to satisfy the above-captioned Judgment.

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

By:   
Lyndsay E. Rowland, Esquire  
PA I.D. # 205520

WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7999

WWR #5253221

Sworn to and subscribed  
before me this 17  
day of February, 10

  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Wayne A. Jones, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires June 28, 2010  
Member, Pennsylvania Association of Notaries