

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

CAPITAL ONE BANK

Plaintiff

vs.

JONATHAN L HEID

Defendant

No: 07-279-CD

COMPLAINT IN CIVIL ACTION

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
05757449 C A Pit KXW

FILED ^{ICC} Sheriff
mtd:59/30
FEB 23 2007
Any pd. 85.00
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

JONATHAN L HEID

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:

JONATHAN L HEID
208 W DUBOIS AVE APT B
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 5291071464574282 .

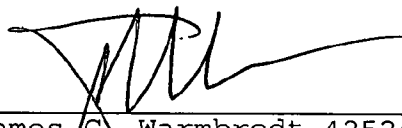
4. Defendant made use of said credit card and has a current balance due of \$1172.23 , as of February 15, 2007 .

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 15.900% per annum on the unpaid balance from February 15, 2007 . A copy of Plaintiff's STATMENT 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 , JONATHAN L HEID , INDIVIDUALLY , in the amount of \$1172.23 with continuing interest thereon at the rate of 15.900% per annum from February 15, 2007 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
05757449 C A Pit KXW

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.

003

30N3
5 75 74419

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Special savings for Capital One® Cardholders!

Save 15%* on your next purchase when you use Promotion Code **CAP66**
(See reverse for details)
Save this code! Offer good all year long!

Remember: Mother's Day is Sunday, May 14th

JONATHAN L HEID
Call 1-800-FLOWERS® (1-800-356-9377) or Click www.1800flowers.com today!

1-800-flowers.com
Your florist of choice.

Capital One

MASTERCARD ACCOUNT
5291-0714-6457-4282

MAR 06 - APR 05, 2004
Page 1 of 1

Account Summary

Previous Balance	\$772.71
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$10.50
New Balance	\$812.21
Minimum Amount Due	\$812.21
Payment Due Date	May 05, 2004
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:
1-800-608-5227

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

Payments, Credits and Adjustments

Transactions

1	05 APR	PAST DUE FEE	\$29.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

You were assessed a past due fee of \$29.00 on 04/05/2004 because your minimum payment was not received by the due date of 04/05/2004. 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	\$777.78	.04356%	15.90%	\$10.50
CASH	\$0.00	.04356%	15.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 15.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

0000000 0 5291071464574282 05 0812210030000812210

New Balance	\$812.21
Minimum Amount Due	\$812.21
Payment Due Date	May 05, 2004
Total enclosed \$	<input type="text"/>
Account Number:	5291-0714-6457-4282

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

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

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



056269



#9009767562986469# MAIL ID NUMBER
JONATHAN L HEID
211 NICHOLS ST # 2
CLEARFIELD PA 16830-1505



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

Get sweet savings on Mother's Day gifts
for all the moms in your life!

1-800-FLOWERS.COM® always promises you and all
JOHN H. HENRY, JR.
211 N. HIGHLAND ST.
CLEARFIELD PA 16830-1505
Personal Service 24/7 for delivery same day, any day
*5291071464574282
• 100% satisfaction and freshness guaranteed
• The finest selection of flowers, plants, gift baskets,
plush toys, gourmet foods and more
• Gifts exclusively designed for 1-800-FLOWERS.COM®
by leading brands you trust.

1-800-flowers.com
Your florist of choice.

Save **15%** on your next purchase when
you use Promotion Code **CAP66**
Save this code! Offer good all year long!

Call 1-800-FLOWERS® (1-800-356-9377)
or Click www.1800flowers.com today!

*Exclusive of applicable service and shipping charges and taxes. Items may vary and are subject to availability,
delivery rules and times. Items can be ordered online and by phone only. Offers cannot be combined, may not
be available on all products and are subject to restrictions, limitations and blackout periods. Offer valid
through 12/31/06. Prices and charges are subject to change without notice. Void where prohibited.

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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 now 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
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.) 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 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 and we received 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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website at www.capitalone.com.

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Capital One

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check
in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery.
Payments received by us at any other location or in any other form may not be credited as of the 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. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank
account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize
us to make a charge against your bank account using the check, a paper draft or other item.

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# 05757449

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102481
NO: 07-279-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: JONATHAN L. HEID

FILED
07-30-07
JUN 14 2007

SHERIFF RETURN

William A. Shaw
Prothonotary/Clerk of Courts

NOW, March 13, 2007 AT 3:20 PM SERVED THE WITHIN COMPLAINT ON JONATHAN L. HEID DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JONATHAN HEID, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2762233	10.00
SHERIFF HAWKINS	WELTMAN	2762233	55.86

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 07-279-CD

JONATHAN L HEID

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 July 30, 2007

(xx) Assumpsit Judgment in the amount
 of \$1218.19 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
 (xx) Default
 ☐ Verdict
 ☐ Arbitration
 Award

Prothonotary

By: 
PROTHONOTARY (OR DEPUTY)

JONATHAN L HEID
208 W DUBOIS AVE APT B
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

FILED

1 JUL 30 2007

M 12:36 PM

William A. Shaw
Prothonotary/Clerk of Courts

1 CFM + WJ
NOTICE TO

DEFT.

STATEMENT
to
ATTY

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

CAPITAL ONE BANK

Plaintiff

vs.

JONATHAN L HEID

Defendant

No. 07-279-CD

PRAECIPE FOR DEFAULT JUDGMENT

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#05757449
Judgment Amount \$ 1218.19

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

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 07-279-CD

JONATHAN L HEID

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, JONATHAN L HEID above named, in the default of an Answer, in the amount of \$1218.19 computed as follows:

Amount claimed in Complaint	\$1172.23
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Interest from FEBRUARY 15, 2007 to MAY 16, 2007 at the legal interest rate of 15.9% per annum	\$45.96
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TOTAL	\$1218.19
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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

Welman, Weinberg & Reis Co., L.P.A.

2718 Koppers Bldg.

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#05757449

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: 208 W DUBOIS AVE APT B DU BOIS, PA 15801

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

CAPITAL ONE BANK

Plaintiff

Case # 07-279-CD

JONATHAN L HEID

Defendant(s)

IMPORTANT NOTICE

TO: JONATHAN L HEID
208 W DUBOIS AVE APT B
DU BOIS, PA 15801

Date of Notice: 4/27/07
WWR#: 05757449

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE FOLLOWING OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

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

BY: 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 COMMON PLEAS COURT OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Case no: 07-279-CD

Plaintiff
vs.

NON-MILITARY AFFIDAVIT

JONATHAN L HEID

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, JONATHAN L HEID is not in the military service.

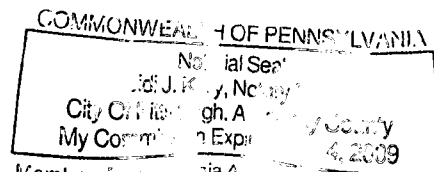
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, JONATHAN L HEID is not in the military service.

Further Affiant sayeth naught.


AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 17 day
of May, 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

MAY-16-2007 13:30:27



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

< Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
HEID	JONATHAN L	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. Snavelly-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: **CLIGJUIBCH***

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

Capital One Bank
Plaintiff(s)

No.: 2007-00279-CD

Real Debt: \$1218.19

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jonathan L. Heid
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 30, 2007

Expires: July 30, 2012

Certified from the record this July 30, 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