

07-680-CD  
Capital One vs Catherine D. Egan

Capital One vs Catherine Egan  
2007-680-CD

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

CAPITAL ONE BANK

Plaintiff

No: 07-680-CD

vs.

COMPLAINT IN CIVIL ACTION

CATHERINE D EGAN

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  
05829358 C N Pit KXW

pd \$85.00  
ATT  
FILED  
m/11/2004  
APR 30 2007  
WAS  
KCC Shff

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

CATHERINE D EGAN

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 140 EAST SHORE DR GLEN ALLEN , VA 23059 .

2. Defendant is adult individual(s) residing at the address listed below:

CATHERINE D EGAN  
741 OLD ROUTE 322  
PHILIPSBURG, PA 16866

3. Defendant applied for and received a credit card bearing the account number 4388641855419623 .

4. Defendant made use of said credit card and has a current balance due of \$1030.87 , as of March 29, 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 27.740% per annum on the unpaid balance from March 29, 2007 . 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 , CATHERINE D EGAN , INDIVIDUALLY , in the amount of \$1030.87 with continuing interest thereon at the rate of 27.740% per annum from March 29, 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  
05829358 C N Pit KXW

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#### Account Summary

Previous Balance	\$710.38
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$16.38
 New Balance	\$761.76
Minimum Amount Due	\$461.76
Payment Due Date	January 17, 2005
Total Credit Line	\$300
Total Available Credit	\$0.00
Credit Line for Cash	\$300
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: Send inquiries to:  
Attn: Remittance Processing Capital One  
Capital One Bank P.O. Box 30285  
P.O. Box 790216 SLC, UT 84130-0216

#### Important Account Information

It's Capital One Bowl week time again! Tune in to ESPN and ESPN2 starting on December 20 for the best in post-season college football action to see your favorite teams fight for bowl championships. And on January 2 at 1 pm (ET), be sure to tune in to ABC to watch the Capital One Bowl live from Orlando, Florida!

#### PLATINUM VISA ACCOUNT

4388-6418-5541-9623

NOV 18 - DEC 17, 2005

Page 1 of 1

#### Payments, Credits and Adjustments

##### Transactions

1	17 DEC	CAPITAL ONE MONTHLY MEMBER FEE	\$6.00
2	17 DEC	PAST DUE FEE	29.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please go to [www.capitalone.com](http://www.capitalone.com) and access your account to request your Year-End Summary online or call 1-877-794-4487 before January 31, 2006, to reserve your copy. Orders will be mailed out by the end of February 2006.

We appreciate your business and are converting your account to Platinum status as of October 17, 2005. So, be on the lookout for the arrival of your new Platinum card at your next reissue. Until then, you will receive Platinum benefits when you use your current card. For details about your new Platinum benefits, visit [www.capitalone.com/creditcards](http://www.capitalone.com/creditcards) and click on the Guide to Benefits link. Thanks for choosing Capital One.

You were assessed a past due fee of \$29.00 on 12/17/2005 because your minimum payment was not received by the due date of 12/17/2005. 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	\$335.68	.07600% P	27.74%	\$7.65
CASH	\$382.78	.07600% P	27.74%	\$8.73

ANNUAL PERCENTAGE RATE applied this period

27.74%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne®**

0000000 0 4388641855419623 17 0761760030000461763

New Balance	\$761.76
Minimum Amount Due	\$461.76
Payment Due Date	January 17, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4388-6418-5541-9623

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		

#9035279317866556# MAIL ID NUMBER  
CATHERINE D EGAN  
741 OLD ROUTE 322  
PHILIPSBURG PA 16866-8002

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

007679



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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## UNLIMITED INTERNET ACCESS

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\*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet Service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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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 for it to be credited by your next statement 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 first appears on your statement, whichever is later, in 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 FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the balance 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. We then 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 that segment and add any new purchases 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 your balance was zero) and then made one or more 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 periodic finance charge, we multiply the average 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, we take the daily statement balance, 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 for each segment. We then add up 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 D (Discount), E (Euro), I (IBOR), C (Certificate of Deposit), or S (Bankcard Pricing) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*. These changes will be effective on the first day of your billing period, except as otherwise specifically disclosed in the months January, April, July and October.
  - 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 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 each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.** You account will be assessed no more than the fees listed below the code 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 will be assessed the amount of the membership fee 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 at 1-888-587-9669. Below the membership fee, 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 cancel all accounts with you. For 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 account fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for those 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 before 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. **Lost Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process your payment as a check cashing. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

### BILLING RIGHTS SUMMARY

**In Case Of Error 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 receive your letter within 60 days after we send you the first bill on which the error or problem appears. 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. Please include the name, address and 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 right if the amount you owe is less than \$50.00 and the purchase was made in your home 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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17802 2 0100  
7679  
2-5

**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) the 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. Payment received by us at any other time or on any other form may not be credited to the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when mailing your payment. When you send 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

CAPITAL ONE BANK

vs

EGAN, CATHERINE D

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is, MAISHA DAVIS, Authorized Agent, of CAPITAL ONE BANK, Plaintiff Herein, that he/she is duly authorized to make this Declaration, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.

  
\_\_\_\_\_  
MAISHA DAVIS

  
\_\_\_\_\_  
Notary Public

MYRA PRINDLE  
Notary Public  
Gwinnett County Georgia  
My Commission Expires July 31st 2009

4388641855419623  
A049  
WELTMAN, WEINBERG & REIS CO., L.P.A.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102740  
NO: 07-680-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK  
VS.  
DEFENDANT: CATHERINE D. EGAN

SHERIFF RETURN

---

NOW, May 15, 2007 AT 10:41 AM SERVED THE WITHIN COMPLAINT ON CATHERINE D. EGAN DEFENDANT AT 741 OLD ROUTE 322, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CATHERINE D. EGAN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2820216	10.00
SHERIFF HAWKINS	WELTMAN	2820216	33.52

FILED  
03:00 pm  
OCT 01 2007

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,

*Chester A. Hawkins*  
Chester A. Hawkins  
Sheriff

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

CAPITAL ONE BANK

Plaintiff No. 07-680-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

CATHERINE D EGAN

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

WILLIAM T. MOLCZAN, ESQUIRE  
PA I.D.#47437  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#05829358

Judgment Amount \$ 1,214.98

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

FILED Atty pd. 20.00  
M 11/31/07 ICCS Notice  
DEC 13 2007 to Def.

William A. Shaw  
Prothonotary/Clerk of Courts

Statement to Atty  
GK

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

CAPITAL ONE BANK

Plaintiff

Case # 07-680-CD

CATHERINE D EGAN

Defendant(s)

IMPORTANT NOTICE

TO: CATHERINE D EGAN  
741 OLD ROUTE 322  
PHILIPSBURG, PA 16866

Date of Notice: 11-12-07  
WWR#: 05829358

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 CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 07-680-CD

CATHERINE D EGAN

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, CATHERINE D EGAN above named, in the default of an Answer, in the amount of \$1,214.98 computed as follows:

Amount claimed in Complaint	\$1,030.87
Interest from MARCH 29, 2007 TO NOVEMBER 19, 2007 at the legal interest rate of 27.740% per annum	\$184.11
<b>TOTAL</b>	<b>\$1,214.98</b>

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

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

By:   
WILLIAM T. MOLCZAN, ESQUIRE  
PA I.D.#47437  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#05829358

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
And that the last known address of the Defendant is: 741 OLD ROUTE 322 PHILIPSBURG, PA 16866

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

COPY

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 07-680-CD

CATHERINE D EGAN

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 12/13/07

Assumpsit Judgment in the amount  
of \$1,214.98 plus costs.

Trespass Judgment in the amount  
of \$\_\_\_\_\_ plus costs.

If not satisfied within sixty (60)  
days, your motor vehicle operator's license and/or registration  
will be suspended by the Department of Transportation, Bureau  
of Traffic Safety, Harrisburg, PA.

Entry of Judgment of  
 Court Order  
 Non-Pro  
 Confession  
 Default  
 Verdict  
 Arbitration  
Award

Prothonotary

By:

William H. Hargan  
PROTHONOTARY (OR DEPUTY)

CATHERINE D EGAN  
741 OLD ROUTE 322  
PHILIPSBURG, PA 16866

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
1-888-434-0085

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

CAPITAL ONE BANK

Case no: 07-680-CD

Plaintiff  
vs.  
NON-MILITARY AFFIDAVIT

CATHERINE D EGAN

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.

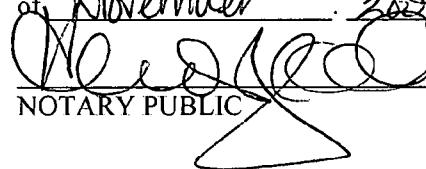
Affiant further states that based upon investigation it is the affiant's belief that the Defendant, CATHERINE D EGAN is not in the military service.

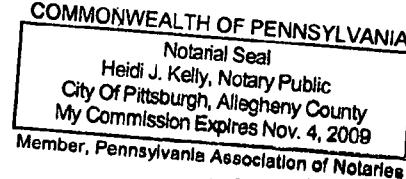
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, CATHERINE D EGAN is not in the military service.

Further Affiant sayeth naught.

  
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 17<sup>th</sup> day  
of November 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.

1 of 1 DOCUMENT

PENNSYLVANIA STATUTES, ANNOTATED BY LEXISNEXIS(R)

\*THIS DOCUMENT IS CURRENT THROUGH ACT 56 OF THE 2007 LEGISLATIVE SESSION\*  
\*\*\* NOVEMBER 7, 2007 ANNOTATION SERVICE \*\*\*

PENNSYLVANIA CONSOLIDATED STATUTES  
TITLE 13. COMMERCIAL CODE  
DIVISION 9. SECURED TRANSACTIONS  
CHAPTER 96. DEFAULT  
SUBCHAPTER B. NONCOMPLIANCE WITH DIVISION

[Go to the Pennsylvania Code Archive Directory](#)

13 Pa.C.S. § 9627 (2007)

§ 9627. Determination of whether conduct was commercially reasonable

(a) GREATER AMOUNT OBTAINABLE UNDER OTHER CIRCUMSTANCES; NO PRECLUSION OF COMMERCIAL REASONABLENESS.-- The fact that a greater amount could have been obtained by a collection, enforcement, disposition or acceptance at a different time or in a different method from that selected by the secured party is not of itself sufficient to preclude the secured party from establishing that the collection, enforcement, disposition or acceptance was made in a commercially reasonable manner.

(b) DISPOSITIONS WHICH ARE COMMERCIALLY REASONABLE.-- A disposition of collateral is made in a commercially reasonable manner if the disposition is made:

- (1) in the usual manner on any recognized market;
- (2) at the price current in any recognized market at the time of the disposition; or
- (3) otherwise in conformity with reasonable commercial practices among dealers in the type of property which was the subject of the disposition.

(c) APPROVAL BY COURT OR ON BEHALF OF CREDITORS.-- A collection, enforcement, disposition or acceptance is commercially reasonable if it has been approved:

- (1) in a judicial proceeding;
- (2) by a bona fide creditors' committee;
- (3) by a representative of creditors; or
- (4) by an assignee for the benefit of creditors.

(d) APPROVAL UNDER SUBSECTION (C) NOT NECESSARY; ABSENCE OF APPROVAL HAS NO EFFECT.- Approval under subsection (c) need not be obtained, and lack of approval does not mean that the collection, enforcement, disposition or acceptance is not commercially reasonable.

Department of Defense Manpower Data Center

DEC-04-2007 07:23:55



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
EGAN	CATHERINE		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*

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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: BGRGEVNNKBF*

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

COPY

Capital One Bank  
Plaintiff(s)

No.: 2007-00680-CD

Real Debt: \$1,214.98

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Catherine D Egan  
Defendant(s)

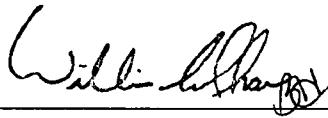
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 13, 2007

Expires: December 13, 2012

Certified from the record this 13th day of December, 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