

07-1857-CD

Capital One vs Elizabeth A. Pile

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No: 07-1857-CD

vs.

COMPLAINT IN CIVIL ACTION

ELIZABETH A PILE

Defendant

FILED ON BEHALF OF
Plaintiff

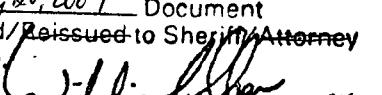
COUNSEL OF RECORD OF
THIS PARTY:

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
06156807 C N Pit DKB

FILED
M 11/5/2007 Atty pd. 85.00
NOV 13 2007
1CCS Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

July 20, 2009 Document
Reinstated/Reissued to Sheriff/Attorney
for service


William A. Shaw
GK
Deputy Prothonotary

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No
ELIZABETH A PILE
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:

ELIZABETH A PILE
306 TREASURE LK
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 4862362372499270 .

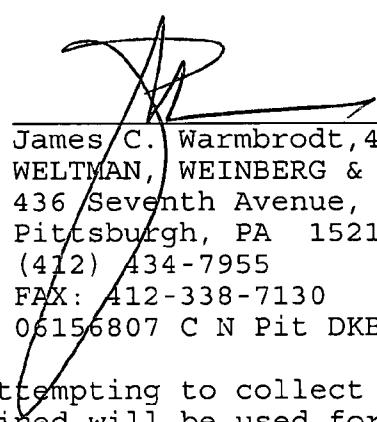
4. Defendant made use of said credit card and has a current balance due of \$2090.15 , as of October 15, 2007 .

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 25.900% per annum on the unpaid balance from October 15, 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 , ELIZABETH A PILE , INDIVIDUALLY , in the amount of \$2090.15 with continuing interest thereon at the rate of 25.900% per annum from October 15, 2007 plus costs.


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FAX: 412-338-7130
06156807 C N Pit DKB

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.

Law Offices of
Weltman, Weinberg & Reis Co., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955

October 15, 2007

RE: CAPITAL ONE BANK vs. ELIZABETH A PILE

COURT #:

TO THE SHERIFF OF CLEARFIELD COUNTY:

PLEASE SERVE THE DEFENDANT(S) AT THE FOLLOWING ADDRESS(ES):

ELIZABETH A PILE
306 TREASURE LK
DU BOIS, PA 15801

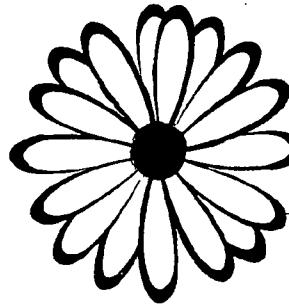
Please confirm service by sending notice to:

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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

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CapitalOne®

PLATINUM VISA ACCOUNT

4862-3623-7249-9270

MAR 08 - APR 07, 2006

Page 1 of 1

Account Summary

Previous Balance	\$1,485.76
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$33.03
 New Balance	 \$1,547.79
Minimum Amount Due	\$1,547.79
Payment Due Date	May 06, 2006
Total Credit Line	\$1,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One
Capital One Bank Capital One
P.O. Box 790216 P.O. Box 30285
St. Louis, MO 63179-0216 SLC, UT 84130-0285

Payments, Credits and Adjustments

Transactions

1 07 APR PAST DUE FEE

\$29.00

Reminder: If we receive your minimum monthly payment on time for 12 consecutive billing periods, this account will be reviewed for a possible return to your Non-Introductory A.P.R.

You were assessed a past due fee of \$29.00 on 04/07/2006 because your minimum payment was not received by the due date of 04/07/2006. 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	\$53.18	.07096%	25.90%	\$11.77
CASH	\$966.49	.07096%	25.90%	\$21.26

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 4862362372499270 07 1547790164061547794

New Balance	\$1,547.79
Minimum Amount Due	\$1,547.79
Payment Due Date	May 06, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3623-7249-9270

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

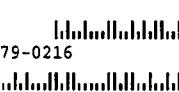
Street Apt. #

City State ZIP

Home Phone Alternate Phone

Email Address

#9009892982937775# MAIL ID NUMBER
ELIZABETH A PILE
306 TREASURE LK
DU BOIS PA 15801-9007

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


059133





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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- Personal service 24/7 for delivery same day, any day
- 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.



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on your next purchase when
you use Promotion Code CAP66

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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.**
 - 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".
 - Acquiring 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 date the transaction is posted to your account, whichever is earlier. 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 posted on the front of your statement by the next statement closing date, but did not do so for the previous month. All new purchases are added to the applicable segment of your account.
 - 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 rates is less than \$0.50, we will subtract that amount from the \$0.50 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).**
 - Periodic Rate.** We calculate the average 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 products of the daily periodic rate and the daily 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 periodic finance charge calculated on the previous day's balance for that segment. We then deduct 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 purchases will not post to your account until the new purchase segment is not added to that balance. 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.
 - 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 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).

- The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- 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 rates are the same for all segments of your billing period covered by your periodic statement ending in the months January, April, July, October.
- 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.

- Assessment of Late, Overlimit and Returned Payment Fees.** A late fee will be imposed on the unpaid balance of your account if you do not pay the minimum amount due by the due date. We will not assess a late fee if you pay the minimum amount due by the due date. We will not assess a late fee if you pay the minimum amount due by the due date and you have a grace period. We will not assess a late fee if you pay the minimum amount due by the due date and you have a grace period.

- Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date of the membership fee to request us 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) for the end of the current billing period.

- 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 as an authorization to renew 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. We will not be responsible for any fees or charges 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 re-opening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive a bill from that merchant after your account has been closed, your account will be added to your account, and 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 membership fee 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.

8. **Notices 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 the payment as a check transaction. 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 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 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 explain, as clearly as possible, 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 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 and the purchase was made within the 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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01LGLBAK

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

CAPITAL ONE BANK

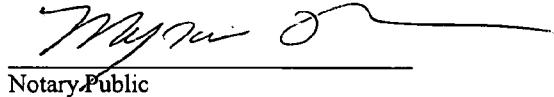
vs

PILE, ELIZABETH A

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, MARITZA ROBERTS, 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.



MARITZA ROBERTS



Notary Public

MYRA PRINDLE
Notary Public
Gwinnett County Georgia
My Commission Expires July 31st 2004

4862362372499270
A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103438**

CAPITAL ONE BANK

Case # 07-1857-CD

vs.

ELIZABETH A. PILE

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW April 03, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO ELIZABETH A. PILE, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

FILED

04/03/2008
APR 03 2008
CS

William A. Shaw
Prothonotary/Clerk of Courts

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3077153	10.00
SHERIFF HAWKINS	WELTMAN	3077153	32.43

Sworn to Before me This

So Answers,

____ Day of 2008

Chester A. Hawkins
My Mainly Hand
Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK

Plaintiff

No: 07-1857-CD

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COUNSEL OF RECORD OF
THIS PARTY:

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WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06156807 C N Pit DKB

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

NOV 13 2007

Attest.

William J. Hause
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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Pittsburgh, PA 15219
(412) 434-7955

October 15, 2007

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DU BOIS, PA 15801

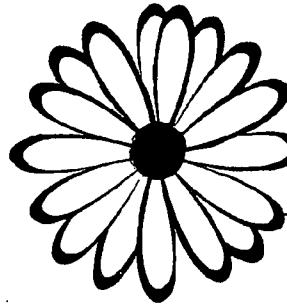
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Special savings for Capital One® Cardholders!



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

1-800-flowers.com

Your florist of choice.

CapitalOne

PLATINUM VISA ACCOUNT

4862-3623-7249-9270

MAR 08 - APR 07, 2006

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 Total Credit Line	 \$1,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	07 APR	PAST DUE FEE	\$29.00
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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 Bank
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

EXHIBIT

Finance Charges				Please see reverse side for important information			
	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE			
PURCHASES	\$535.18	.07096%	25.90%	\$11.77			
CASH	\$966.49	.07096%	25.90%	\$21.26			

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

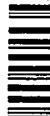
0000000 0 4862362372499270 07 1547790164061547794

New Balance	\$1,547.79
Minimum Amount Due	\$1,547.79
Payment Due Date	May 06, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3623-7249-9270

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		

059133



#9009892982937775# MAIL ID NUMBER
ELIZABETH A PILE
305 TREASURE LK
DU BOIS PA 15801-9007



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

59133F

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

1-800-FLOWERS.COM® always promises you and all the moms you love:

- Freshest flowers artistically designed
- Personal service 24/7 for delivery same day, any day
- 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.



Your florist of choice.

Save 15%*
on your next purchase when
you use Promotion Code **CAP66**

Save this code! Offer good all year long!

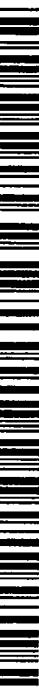
**Call 1-800-FLOWERS® (1-800-356-9377)
or Click www.1800flowers.com today!**

*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.
†
e. **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, within the grace period by your next statement closing date. There is no grace period on new 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 will assess a finance charge: 1) from the date of the transaction, 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. If you do not pay the "New Balance" 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 FINANCIAL CHARGE of \$0.50 will be imposed. If the total finance charge on each segment of your account (per 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).**
b. **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 daily disclosed to you. At the end of each day during the billing period, we will daily calculate the daily balance 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 all segments. To get the total 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 you have. 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 period. To get the 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 balance charge indicated in the balance of each segment. This is the daily balance for 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 (Bankard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rate 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 covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), L (3-mo. LIBOR) or G (3-mo. LIBOR Repriced Monthly) appears on the front of this statement next to the periodic rate(s), the periodic rate 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. **Annual Percentage Lats, 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 in the future.

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 contact us to renew your account without having to pay the membership fee. To do this, you must contact us by mail or 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 book(s) and cancel all purchases before mailing, 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 transaction you have ever had, finance charges past due fees, overlimit fees, returned checks, 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 at 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, this fee will continue to be charged in the exact period defined by us. The account balance has to be paid in full as defined above. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you pay by check as payment, you authorize us either to use information from your check to make an electronic fund transfer from your bank account or to process the payment as a check transaction. 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 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 of paper, or attach the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send 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 error, the date of the bill with 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 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, if you have 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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0700300100
69133F

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

CAPITAL ONE BANK

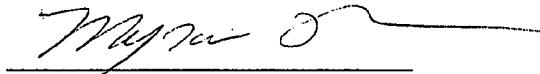
vs

PILE, ELIZABETH A

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, MARITZA ROBERTS, 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.



MARITZA ROBERTS



Notary Public

MYRA PRINGLE
Notary Public
Gwinnett County Georgia
My Commission Expires July 31st 2004

4862362372499270

A049

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

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

CAPITAL ONE BANK

Plaintiff No. 07-1857-CD

vs. PRAEICE TO REINSTATE COMPLAINT

ELIZABETH A PILE

Defendant(s) FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA ID #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Buidling
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#6156807 rea

FILED Atty pd. 7.00
171-20301 JUL 26 2009 ICC@1Compl.
William A. Shaw
Prothonotary/Clerk of Courts
Reinstated to Sheriff
GV

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 07-1857-CD

ELIZABETH A PILE

Defendant(s)

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

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

By: 
James C. Warmbrodt, Esquire
PA ID #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR #6156807

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

CAPITAL ONE BANK

Plaintiff No:

vs.

COMPLAINT IN CIVIL ACTION

ELIZABETH A PILE

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
06156807 C N Pit DKB

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No
ELIZABETH A PILE
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:

ELIZABETH A PILE
306 TREASURE LK
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 4862362372499270 .

4. Defendant made use of said credit card and has a current balance due of \$2090.15 , as of October 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 25.900% per annum on the unpaid balance from October 15, 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 , ELIZABETH A PILE , INDIVIDUALLY , in the amount of \$2090.15 with continuing interest thereon at the rate of 25.900% per annum from October 15, 2007 plus costs.

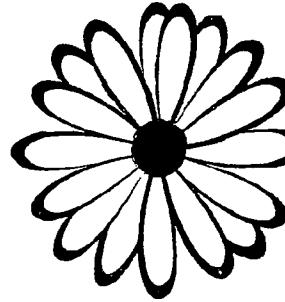


James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06156807 C N Pit DKB

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.

Show Mom your love!

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

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Your florist of choice.

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

003

CapitalOne®

PLATINUM VISA ACCOUNT

4862-3623-7249-9270

MAR 08 - APR 07, 2006

Page 1 of 1

Account Summary

Previous Balance	\$1,485.76
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$33.03
 New Balance	 \$1,547.79
Minimum Amount Due	\$1,547.79
Payment Due Date	May 06, 2006
 Total Credit Line	 \$1,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

Payments, Credits and Adjustments

Transactions

1	07 APR	PAST DUE FEE
---	--------	--------------

\$29.00

Reminder: If we receive your minimum monthly payment on time for 12 consecutive billing periods, this account will be reviewed for a possible return to your Non-Introductory A.P.R.

You were assessed a past due fee of \$29.00 on 04/07/2006 because your minimum payment was not received by the due date of 04/07/2006. 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	\$535.18	.07096%	25.90%	\$11.77
CASH	\$966.49	.07096%	25.90%	\$21.26

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 4862362372499270 07 1547790164061547794

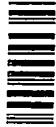
New Balance	\$1,547.79
Minimum Amount Due	\$1,547.79
Payment Due Date	May 06, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3623-7249-9270

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: <input type="text"/>		

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

059133



#9009892982937775# MAIL ID NUMBER
ELIZABETH A PILE
306 TREASURE LK
DU BOIS PA 15801-9007



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

69133F

VERIFICATION

CAPITAL ONE BANK

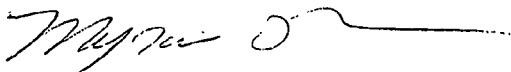
vs

PILE, ELIZABETH A

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, MARITZA ROBERTS, 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.



MARITZA ROBERTS



Notary Public

MARITZA ROBERTS
Notary Public
Gwinnett County, Georgia
My Commission Expires July 31st 2004

4862362372499270

A049

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-1857-CD

CAPITAL ONE BANK
vs
ELIZABETH A PILE

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 08/19/2009 HEARING: PAGE: 105932

S FILED

07/11/09
JUL 23 2009

DEFENDANT: ELIZABETH A PILE
ADDRESS: 135 ROBIN RD
ROCKTON, PA 15856

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

William A. Shaw
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, This 23rd Day July 09 AT 9:19 AM PM SERVED THE WITHIN

COMPLAINT ON ELIZABETH A PILE, DEFENDANT

BY HANDING TO Elizabeth A Pile, DEF

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 135 Robin Rd Rockton

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR ELIZABETH A PILE

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO ELIZABETH A PILE

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF _____ 2009

So Answers CHESTER A. HAWKINS, SHERIFF

BY:

George F. Detlaff
Deputy Signature

George F. Detlaff
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105932
NO: 07-1857-CD
SERVICES 1

COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: ELIZABETH A PILE

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8874207	10.00
SHERIFF HAWKINS	WELTMAN	8874207	32.30

FILED
01/31/2001
OCT 23 2009
S
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of _____ 2009



Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK (USA) ,NA

Plaintiff No. 07-1857-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

ELIZABETH A PILE

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

MATTHEW D. URBAN, ESQUIRE
PA I.D.#47437
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#6156807
Judgment Amount \$ 2864.79

FILED 1009
11/5/09 Notice
DEC 09 2009 to Def.
S William A. Shaw
Prothonotary/Clerk of Courts
Atty pd.
20.00
(60)

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

CAPITAL ONE BANK (USA) ,NA

Plaintiff

vs.

Civil Action No. 07-1857-CD

ELIZABETH A PILE

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, ELIZABETH A PILE above named, in the default of an Answer, in the amount of \$2864.79 computed as follows:

Amount claimed in Complaint	\$2090.15
Interest from OCTOBER 15, 2007 TO NOVEMBER 12, 2009 at the legal interest rate of 25.900% per annum	\$774.64
TOTAL	\$2864.79

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: _____

MATTHEW D. URBAN, ESQUIRE

PA I.D.#47437

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

1400 Koppers Bldg.

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#6156807

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219

And that the last known address of the Defendant is: 135 ROBIN RD, ROCKTON, PA 15856

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

COPY

CAPITAL ONE BANK (USA) ,NA

Plaintiff

vs.

Civil Action No. 07-1857-CD

ELIZABETH A PILE

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 12/9/09

Assumpsit Judgment in the amount
of \$2864.79 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: Weltman

PROTHONOTARY (OR DEPUTY)

ELIZABETH A PILE
135 ROBIN RD
ROCKTON, PA 15856

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 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 (USA) ,NA

Case no: 07-1857-CD

Plaintiff
vs.
ELIZABETH A PILE

NON-MILITARY AFFIDAVIT

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, ELIZABETH A PILE is not in the military service.

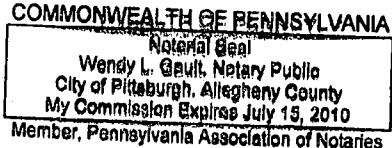
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, ELIZABETH A PILE is not in the military service.

Further Affiant sayeth naught.


AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 20 day
Of July 2009.


NOTARY PUBLIC



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

CAPITAL ONE BANK (USA),NA

Plaintiff

Case No. 07-1857-CD

vs.

ELIZABETH A PILE

Defendant

IMPORTANT NOTICE

TO:
ELIZABETH A PILE
135 ROBIN RD
ROCKTON, PA 15856

Date of Notice: 10/28/09

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 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
SECOND & MARKET STREETS
CLEARFIELD, PA. 16830
(814) 765-2641, EXT 50-51

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

By: 

Matthew Urban
P.A.I.D.# 90963
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, 1400 Koppers Building
Pittsburgh, PA 15219
Phone: (412) 434-7955
6156807 N PIT L4Q

Department of Defense Manpower Data Center

Nov-13-2009 06:14:28



Military Status Report
 Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
PILE	ELIZABETH		Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.		

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 Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

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 DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as 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 status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional 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 **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.