

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

vs.

ELIZABETH A PILE

Defendant

No: 07-1857CD

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  
06156807 C N Pit DKB

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

William A. Shaw GK  
Deputy Prothonotary

FILED

NOV 13 2007

Atty pd. 85.00  
1CC Sheriff

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

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 .

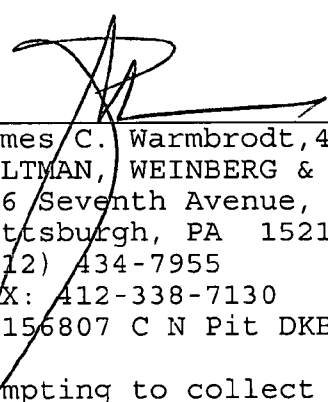
5. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

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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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.



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):

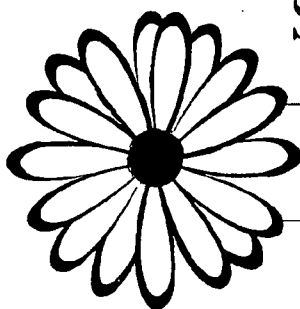
ELIZABETH A PILE  
306 TREASURE LK  
DU BOIS, PA 15801

Please confirm service by sending notice to:

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





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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 14<sup>th</sup>

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Your florist of choice.

Call 1-800-FLOWERS® (1-800-356-9377) or Click [www.1800flowers.com](http://www.1800flowers.com) today!

## Capital One

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
<b>New Balance</b>	<b>\$1,547.79</b>
Minimum Amount Due	\$1,547.79
Payment Due Date	May 06, 2006
<b>Total Credit Line</b>	<b>\$1,000</b>
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](http://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 ▼

## Capital One

0000000 0 4862362372499270 07 1547790164061547794

New Balance	\$1,547.79
Minimum Amount Due	\$1,547.79
Payment Due Date	May 06, 2006

Total enclosed \$   
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 @

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

059133

#9009892982937775# MAIL ID NUMBER  
ELIZABETH A FILE  
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.



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- 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**

Save this code! Offer good all year long!

**Call 1-800-FLOWERS® (1-800-356-9377)  
or Click [www.1800flowers.com](http://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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Z

**1. How To Avoid A Finance Charge.**

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

**2. Average Daily Balance (Including New Purchases).**

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full for 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 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.

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

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

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 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 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 have a question 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.

**1. 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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**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 on an on-line or in-store Monday through Saturday evening (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.



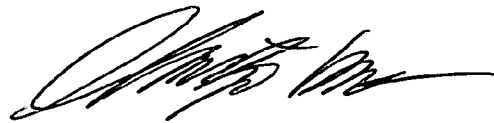
VERIFICATION

CAPITAL ONE BANK

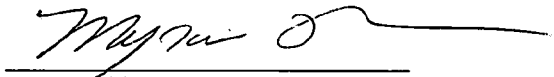
vs

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

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

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,

  
Chester A. Hawkins  
Sheriff



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

CAPITAL ONE BANK

Plaintiff

vs.

ELIZABETH A PILE

Defendant

No: 07-1857-CD

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Plaintiff

COUNSEL OF RECORD OF  
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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 A. Shaw*  
Prothonotary/  
Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
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CAPITAL ONE BANK

Plaintiff  
vs.

Civil Action No

ELIZABETH A PILE

Defendant

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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.

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



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

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306 TREASURE LK  
DU BOIS, PA 15801

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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.

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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.  
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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) :

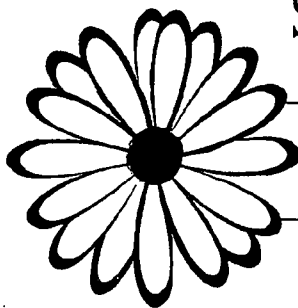
ELIZABETH A PILE  
306 TREASURE LK  
DU BOIS, PA 15801

Please confirm service by sending notice to:

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436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130

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Save this code! Offer good all year long!

Remember: Mother's Day is Sunday, May 14<sup>th</sup>

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## Capital One

PLATINUM VISA ACCOUNT  
4862-3623-7249-9270

MAR 08 - APR 07, 2006  
Page 1 of 1

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Minimum Amount Due	\$1,547.79
Payment Due Date	May 06, 2006

Total Credit Line	\$1,000
Total Available Credit	\$ .00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$ .00

### At your service

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

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

Send payments to:  
Attn: Remittance Processing  
Capital One 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
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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 ▼

## Capital One

0000000 0 4862362372499270 07 1547790164061547794

New Balance	\$1,547.79
Minimum Amount Due	\$1,547.79
Payment Due Date	May 06, 2006

Total enclosed \$   
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	
E-mail Address	@	

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

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.



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.

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on your next purchase when  
you use Promotion Code **CAP66**  
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or Click [www.1800flowers.com](http://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. Offer valid  
through 12/31/06. Prices and charges are subject to change without notice. Void where prohibited.

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07503 0100  
59133F  
2

**1. How To Avoid A Finance Charge.**

a. **Grace Period.** You will have a minimum grace period of  
25 days without finance charge on new purchases, new  
balance transfers, new special purchases and new other  
charges. If you pay your total "New Balance", in  
accordance with the Important Notice for payments below,  
and in time for it to be credited by your next statement  
closing date, there is no grace period on cash advances  
and special transfers. In addition, there is no grace period  
on any transaction if you do not pay the total "New  
Balance."

b. **Accruing Finance Charge.** Transactions which are not  
subject to a grace period are assessed finance charge 1)  
from the date of the transaction or 2) from the date the  
transaction is processed to your Account or 3) from the  
first calendar day of the current billing period. Additionally,  
if you did not pay the "New Balance" from the previous  
billing period in full, finance charges continue to accrue to  
your unpaid balance until the unpaid balance is paid in full.  
This means that you may still owe finance charges, even if  
you pay the entire New Balance indicated on the front of  
your statement by the next statement closing date, but did  
not do so for the previous month. Unpaid finance charges  
are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that  
your account is subject to a finance charge, a minimum  
total FINANCE CHARGE of \$0.50 will be imposed. If the  
total finance charge resulting from the application of your  
periodic rate(s) is less than \$0.50, we will subtract that  
amount from the \$0.50 minimum and the difference will be  
billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the  
right to not assess any or all finance charges for any given  
billing period.

**2. Average Daily Balance (Including New Purchases).**

a. Finance charge is calculated by multiplying the daily  
balance of each segment of your account (e.g., cash  
advance, purchase, special transfer, and special purchase)  
by the corresponding daily periodic rate(s) that has been  
previously disclosed to you. At the end of each day during  
the billing period, we apply the daily periodic rate for each  
segment of your account to the daily balance of each  
segment. Then at the end of the billing period, we add up  
the results of these daily calculations to arrive at your  
balance for each segment of your account. We add up the  
results from each segment to arrive at the total periodic  
finance charge for your account. To get the daily balance  
for each segment of your account, we take the beginning  
balance for each segment and add any new transactions  
and any periodic finance charge calculated on the previous  
day's balance for that segment. We then subtract any  
payments or credits posted as of that day that are allocated  
to that segment. This gives us the separate daily balance  
for each segment of your account. However, if you paid the  
New Balance shown on your previous statement in full (or  
if your new balance was zero or a credit amount), new  
transactions which post to your purchase or special  
purchase segments are not added to the daily balances. We  
calculate the average daily balance by adding all the daily  
balances together and dividing the sum by the number of  
the days in the current billing cycle. To calculate your total  
finance charge, multiply your average daily balance by the  
daily periodic rate and by the number of days in the billing  
period. Due to rounding on a daily basis, there may be a  
slight variance between this calculation and the amount of  
finance charge actually assessed.

b. If the code Z or 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.

d. **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.

e. **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.

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

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

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 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 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](http://www.capitalone.com).  
Capital One is a federally registered service mark of Capital  
One Financial Corporation. All rights reserved. © 2003  
Capital One 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 on 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.



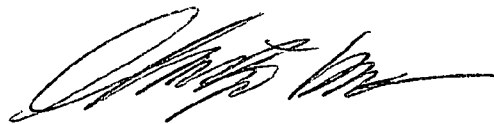
VERIFICATION

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  
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

vs.

ELIZABETH A PILE

Defendant(s)

No. 07-1857-CD

PRAECIPE TO REINSTATE COMPLAINT

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**

JUL 20 2009

William A. Shaw  
Prothonotary/Clerk of Courts

Any pd.  
7.00

ICC & Compl.

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 Buidling

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 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 , 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.

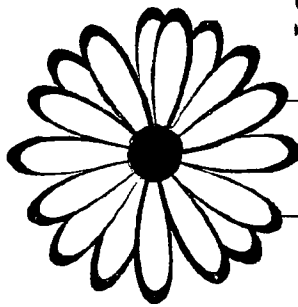


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James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
06156807 C N Pit DKB

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 14<sup>th</sup>

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

Call 1-800-FLOWERS® (1-800-356-9377) or Click [www.1800flowers.com](http://www.1800flowers.com) today!

## Capital One

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	\$ .00
Transactions	\$29.00
Finance Charges	\$33.03
<b>New Balance</b>	<b>\$1,547.79</b>
Minimum Amount Due	\$1,547.79
Payment Due Date	May 06, 2006
Total Credit Line	\$1,000
Total Available Credit	\$ .00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$ .00

### At your service

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

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

Send payments to:  
Attn: Remittance Processing  
Capital One 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 ▼

## Capital One

0000000 0 4862362372499270 07 1547790164061547794

New Balance	\$1,547.79
Minimum Amount Due	\$1,547.79
Payment Due Date	May 06, 2006

Total enclosed \$   
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

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

059133

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



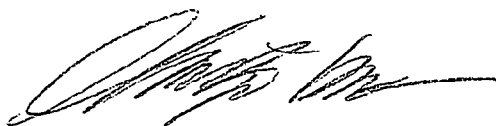
VERIFICATION

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

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

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

<sup>S</sup>FILED  
07/11:04am  
JUL 23 2009

William A. Shaw  
Prothonotary/Clerk of Courts

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. DeHaven  
Deputy Signature  
GEORGE F. DeHAVEN  
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

013114201  
OCT 23 2009

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2009

So Answers,



Chester A. Hawkins  
Sheriff



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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

ELIZABETH A PILE

Defendant

No. 07-1857-CD

PRAECIPE FOR DEFAULT JUDGMENT

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  
Any pd.  
20.00  
(610)



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 7<sup>th</sup> 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

(xx)    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.

(xx)    Entry of Judgment of  
         ☐ Court Order  
         ☐ Non-Pros  
         ☐ Confession  
         ☒ Default  
         ☐ Verdict  
         ☐ Arbitration  
         Award

Prothonotary

By: William L. H. [Signature]

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 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 (USA), NA

Case no: 07-1857-CD

Plaintiff

**NON-MILITARY AFFIDAVIT**

vs.

ELIZABETH A PILE

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  day  
Of  2009.

  
\_\_\_\_\_  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
Notary Seal  
Wendy L. Gault, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires July 15, 2010  
Member, Pennsylvania Association of Notaries



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  
CLEARFILED 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. Snavelly-Dixon*

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 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.