

07-1986-CD
Capital One vs Annette Vargas

FILED
RE

DEC 05 2007
112-201wn

William A. Scaw
Prothonotary/Clerk of Courts
L C E N T T O S H F R

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

CAPITAL ONE BANK

Plaintiff No: 2007-1986-C0

vs.

COMPLAINT IN CIVIL ACTION

ANNETTE M VARGAS

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
06194670 C N Pit KMJ

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No
ANNETTE M VARGAS
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:

ANNETTE M VARGAS
2162 SOUTH MAIN ST
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 5178052187621970 .

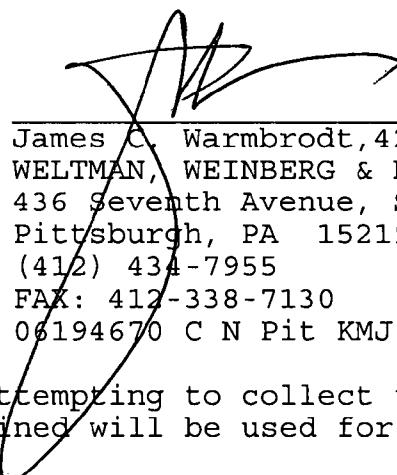
4. Defendant made use of said credit card and has a current balance due of \$5332.14 , as of November 15, 2007 .

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 28.490% per annum on the unpaid balance from November 15, 2007 . A copy of Plaintiff's Statement of Account 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 , ANNETTE M VARGAS , individually , in the amount of \$5332.14 with continuing interest thereon at the rate of 28.490% per annum from November 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
06194670 C N Pit KMJ

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.

CapitalOne

what's in your wallet?

ANNETTE M VARGAS

**YOU'RE BEHIND BY
6
PAYMENTS**

**NOT PAYING YOUR DEBT
DOESN'T MAKE IT GO AWAY.**

058

In fact, even if we report your account as charged off, you'll still be responsible for paying your debt. So why not call us to see what we can do together to keep you from receiving such a serious mark on your credit record?

We're here to help. Please contact us to find a solution that's right for you.

You can make a payment with our free check by phone service or speak to an associate by calling 1.800.955.6600.

Make sure you call or pay the amount due on your statement within 30 days to keep your account from being charged off.

© 2006 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

058-07754

CapitalOne

PLATINUM MASTERCARD ACCOUNT
5178-0521-8762-1970

APR 20 - MAY 19, 2006

Page 1 of 1

6194670

Account Summary

Previous Balance	\$3,505.37
Payments, Credits and Adjustments	\$0.00
Transactions	\$94.00
Finance Charges	\$83.06
New Balance	\$3,682.43
Minimum Amount Due	\$3,682.43
Payment Due Date	June 19, 2006
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,000
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	19 MAY	CAPITAL ONE MEMBER FEE	\$59.00
2	19 MAY	PAST DUE FEE	35.00

Your account is six payments behind. If we charge off your account due to late payments, we will report this to several national credit bureaus which may have a serious impact on your credit record. Act now to prevent this from happening. Please pay the amount due on your statement or give us a call at 1.800.955.6600. We'll work with you so you can take control of your Capital One account and start rebuilding your credit.

You were assessed a past due fee of \$35.00 on 05/19/2006 because your minimum payment was not received by the due date of 05/19/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

At your service

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

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

47117A

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$538.54	.07805% P	28.49%	\$12.61
CASH	\$1,640.64	.07805% P	28.49%	\$38.42
SPECIAL TRANSFERS	\$1,368.11	.07805% P	28.49%	\$32.03

ANNUAL PERCENTAGE RATE applied this period

28.49%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 0 5178052187621970 19 3682430090003682437

New Balance	\$3,682.43
Minimum Amount Due	\$3,682.43
Payment Due Date	June 19, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-8762-1970

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

047117



#9014072956219574# MAIL ID NUMBER
ANNETTE M VARGAS
2162 SOUTH MAIN ST
DU BOIS PA 15801-5342



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

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 full, in accordance with the instructions on this statement, before, 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. Avoiding Finance Charge. Transactions which are not subject to a grace period or an assumed 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. That means you may still owe finance charges, even if you pay the entire unpaid balance shown 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 is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be added 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. Avoiding Finance (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 daily balance of each segment to arrive at your total periodic finance charge for each segment. We then 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 made on that segment and add the amount 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 segment are not added to the daily balances. We calculate the average daily balance by adding 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 variation between the daily 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 cash advances, new purchases and new balance transfers 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*. Your account will be adjusted quarterly. 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 Replied 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*. Your account will be adjusted monthly. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees.

a. Late fees will be imposed no more than two of the fees listed here during any billing period. You must pay the terms of your customer agreement, to receive 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 during any billing period. If you do not cancel your account during this period, you must continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including all 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 your account or at any time up to the time of 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 merchant to whom you sold an item that you are unable 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 use a check as payment, you authorize us either to use information from your check or to make a one-time electronic fund transfer from your bank account 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 indices shown on the front of this statement. We must receive your letter within thirty days of the date on 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. If you do not know the amount of the transaction or 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 are the party in 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

Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One

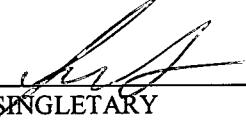
VERIFICATION

CAPITAL ONE BANK

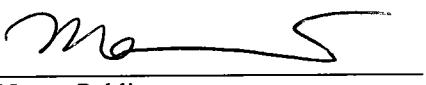
vs

VARGAS, ANNETTE M

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, JAMELA SINGLETARY, 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.



JAMELA SINGLETARY


Notary Public

ANITA DAVIS
HENRY COUNTY, GEORGIA
MY CERTIFICATE
CO. NO. 22474 2010

5178052187621970

A049

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

U

FILED

FEB 05 2008

u/11:25/6
William A. Shaw
Prothonotary/Clerk of Courts

No C/C

(GIC)

CAPITAL ONE BANK

Plaintiff

Vs.

ANSWER TO CIVIL ACTION
COMPLAINT

RE: 2007-1986-CD

ANNETTE M VARGAS

Defendant

FILED BY DEFENDANT

Annette M. Vargas
2162 South Main Street
DuBois, PA 15801
(814) 372-2155

ANSWER

1. Agreed.
2. Agreed.
3. Defendant signed a pre-approved application and received a credit card bearing the account number 5178052187621970.
4. Current balance is \$3000.00 in personal charges and 2332.14 in interest, past due fees and over credit limit fees.
5. No comment.
6. No comment.
7. The defendant's nonpayment is not willful. Current salary is \$20,000.00 per year less than when the credit charges were created. Defendant is a single parent who has not received a support payment in three years.

The Defendant thanks the court for taking the above into consideration.



Annette M. Vargas
Annette M. Vargas
2162 South Main Street
DuBois, PA 15801
(814) 372-2155

January 18, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103511
NO: 07-1986-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: ANNETTE M. VARGAS

SHERIFF RETURN

NOW, December 31, 2007 AT 10:46 AM SERVED THE WITHIN COMPLAINT ON ANNETTE M. VARGAS DEFENDANT AT 2162 SOUTH MAIN ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DOUG HOOVER, HOUSEHOLD MEMBER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

FILED
02:55 AM
APR 14 2008
WASH

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3121611	10.00
SHERIFF HAWKINS	WELTMAN	3121611	54.86

Sworn to Before Me This

____ Day of _____ 2008

So Answers,

*Chester A. Hawkins
My Manly Hand*
Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 2007-1986-CD

vs.

TYPE OF PLEADING:

PRAECIPE TO SCHEDULE

ANNETTE M VARGAS,

Defendant.

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED *NoCC*
M/11:10AM
MAY 01 2008
W

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 2007-1986-CD

vs.

ANNETTE M VARGAS,

Defendant.

PRAECIPE TO SCHEDULE

TO THE PROTHONOTARY:

Please schedule Plaintiff's Motion For Judgment on the Pleadings before a Judge for decision.

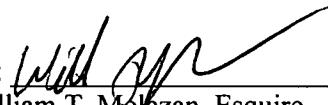
WELTMAN, WEINBERG & REIS, CO., L.P.A.

By: 
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

CERTIFICATE OF SERVICE

A true and correct copy of the Praecipe to Schedule has been served by First Class Mail, postage pre-paid, on 25 day of April, 2008 upon the following:

Annette M Vargas
2162 S Main St
Du Bois Pa 15801

By: 
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: : 2007-1986-CD

vs.

ANNETTE M VARGAS,

Defendant.

**MOTION FOR JUDGMENT ON
THE PLEADINGS**

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO.,
L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED No CC.
MAY 11 10 AM
MAY 01 2008
WAS

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: : 2007-1986-CD

vs.

ANNETTE M VARGAS,

Defendant.

MOTION FOR JUDGMENT ON THE PLEADINGS

AND NOW COMES, Plaintiff, by and through its counsel, Weltman, Weinberg & Reis, Co., L.P.A., and hereby files this Motion for Judgment on the Pleadings and respectfully moves this Court pursuant to Pennsylvania Rule of Civil Procedure 1034 for judgment on the pleadings. In support thereof, Plaintiff avers as follows:

1. This action arises out of the accumulation of credit card debt by Defendant.
2. Plaintiff filed a Complaint against Defendant seeking judgment in the amount of \$5,332.14 with continuing finance charges thereon at the rate of 28.490% per annum from November 15th, 2007, plus costs. A true and correct copy of the Complaint is attached hereto as Exhibit "A" and made a part hereof.
3. Attached to the Complaint was Verification from an authorized representative of Plaintiff verifying the accuracy of the amount sought. See Exhibit "A".
4. Defendant Pro Se filed an answer in response to the Complaint, admitting all of the material facts pled in the Complaint and stating only that she has no means to pay. A true and correct copy of Defendant's answer is attached hereto as Exhibit "B" and made a part hereof.
5. Financial inability to repay a debt is not a defense in an action to collect that debt.

6. Under Pennsylvania Rule of Civil Procedure 1029(b), the averments of the pleading to which a response is required are deemed admitted when not denied specifically.

7. Defendant's answer contained no New Matter.

8. Under Pennsylvania Rule of Civil Procedure 1032(a), "a party waives all defenses and objections which are not presented either by preliminary objection, answer or reply..."

9. The pleadings are closed and time exists to dispose of this Motion before trial.

10. No genuine issue of material fact exists as to Plaintiff's claim.

11. Plaintiff is entitled to judgment in its favor as a matter of law on the amount sought in the Complaint.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order directing judgment on the pleadings in favor of Plaintiff and against Defendant, Annette M Vargas, in the amount of \$5,332.14 with additional interest at the legal interest rate of 6.0% per annum from November '5th, 2007, plus costs.

Respectfully Submitted:



William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: : 2007-1986-CD

vs.

ANNETTE M VARGAS,

Defendant.

ORDER OF COURT

AND NOW, to-wit, this _____ day of _____, 2008, upon Plaintiff's Motion for Judgment on the Pleadings, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Judgment is entered in favor of Plaintiff in the amount of \$5,332.14 with additional interest at the legal interest rate of 6.0% per annum from November 15th, 2007, plus costs.

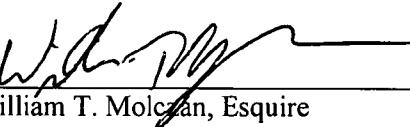
BY THE COURT

____ J.

CERTIFICATE OF SERVICE

A true and correct copy of Plaintiff's Motion for Judgment on the Pleadings/ Brief in Support of Motion has been served by U.S. Mail, Postage Pre-Paid, on the 25th day of April, 2008, upon the following:

Annette M Vargas
2162 South Main St
Du Bois, Pa 15801

BY: 

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, he is an attorney for the Plaintiff herein; makes this Verification based upon the facts as supplied to him by the Plaintiff and/or its agents and because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for filing of this Motion, and that the facts set forth in the foregoing Motion are true and correct to the best of his knowledge, information and belief.



Attorney for Plaintiff

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

CAPITAL ONE BANK

Plaintiff No:

vs.

COMPLAINT IN CIVIL ACTION

ANNETTE M VARGAS

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
06194670 C N Pit KMJ

EXHIBIT

A

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No
ANNETTE M VARGAS
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:

ANNETTE M VARGAS
2162 SOUTH MAIN ST
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 5178052187621970 .

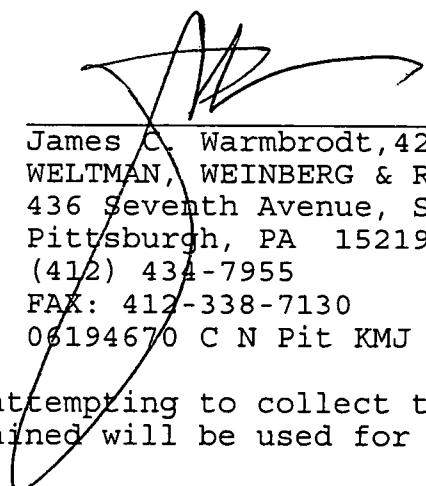
4. Defendant made use of said credit card and has a current balance due of \$5332.14 , as of November 15, 2007 .

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 28.490% per annum on the unpaid balance from November 15, 2007 . A copy of Plaintiff's Statement of Account 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 , ANNETTE M VARGAS , individually , in the amount of \$5332.14 with continuing interest thereon at the rate of 28.490% per annum from November 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
06194670 C N Pit KMJ

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.

CapitalOne

what's in your wallet?

ANNETTE M VARGAS

YOU'RE BEHIND BY
6
PAYMENTS

NOT PAYING YOUR DEBT DOESN'T MAKE IT GO AWAY.

058

In fact, even if we report your account as charged off, you'll still be responsible for paying your debt. So why not call us to see what we can do together to keep you from receiving such a serious mark on your credit record?

We're here to help. Please contact us to find a solution that's right for you.

You can make a payment with our free check by phone service or speak to an associate by calling 1.800.955.6600.

Make sure you call or pay the amount due on your statement within 30 days to keep your account from being charged off.

© 2006 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

058-07754

CapitalOne

PLATINUM MASTERCARD ACCOUNT
5178-0521-8762-1970

6194678 XPR 20 - MAY 19, 2006
Page 1 of 1

Account Summary

Previous Balance	\$3,505.27
Payments, Credits and Adjustments	\$0.00
Transactions	\$94.00
Finance Charges	\$83.06
New Balance	\$3,682.43
Minimum Amount Due	\$3,682.43
Payment Due Date	June 19, 2006
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,000
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	19 MAY	CAPITAL ONE MEMBER FEE	\$59.00
2	19 MAY	PAST DUE FEE	35.00

Your account is six payments behind. If we charge off your account due to late payments, we will report this to several national credit bureaus which may have a serious impact on your credit record. Act now to prevent this from happening. Please pay the amount due on your statement or give us a call at 1.800.955.6600. We'll work with you so you can take control of your Capital One account and start rebuilding your credit.

You were assessed a past due fee of \$35.00 on 05/19/2006 because your minimum payment was not received by the due date of 05/19/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

At your service

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

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

	Balancer rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$38.54	.07805% P	28.49%	\$12.61
CASH	\$1,640.64	.07805% P	28.49%	\$38.42
SPECIAL TRANSFERS	\$1,368.11	.07805% P	28.49%	\$32.03

ANNUAL PERCENTAGE RATE applied this period

28.49%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 0 5178052187621970 19 3682430090003682437

New Balance	\$3,682.43
Minimum Amount Due	\$3,682.43
Payment Due Date	June 19, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-8762-1970

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"/>		

#9014072956219574# MAIL ID NUMBER
ANNETTE M VARGAS
2162 SOUTH MAIN ST
DU BOIS PA 15801-5342

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

047117

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

1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 26 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 "Statement Notice for payments below, in time for it to be credited by your next statement closing date. There is no grace period on new purchases and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Avoiding Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction to 2) from the date the transaction is processed to your Account to 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 paid the "New Balance" indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

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

b. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and new other 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 you.

c. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions, any new finance charge calculated on the previous day's balance for that segment, and then subtract any payments or credits posted as of that date and allocated to that segment. This gives us the separate daily balances 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 segment will not add to the daily balances. We calculate the average daily balance by adding 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. Depending on the 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 M (Margin) 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 month January, April, July or October.

c. If the code D (Prime), F (1-mo. LIBOR), or S (3-mo. LIBOR Reproduced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may, very 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 reduce any fees without prior notification to you without waiving our right to assess similar 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 that statement was mailed to you to stop paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. If you close your account, your credit card(s) and account access checks, cannot be used thereafter. Billing, and cease using your account. If you do not cancel your account, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed if you pay all amounts you owe us including: any transaction fees, late fees, returned payment fees, cash advance 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, it will be assessed 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 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 our 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, describe 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.

4.† 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 merchant is located 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

Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One
01LGBAK

VERIFICATION

CAPITAL ONE BANK

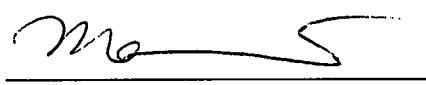
vs

VARGAS, ANNETTE M

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, JAMELA SINGLETARY, 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.



JAMELA SINGLETARY



Notary Public

APRIL 3, 2010
HENRY COUNTY, OHIO
MY C. I. 1000000000000000
GARRETTE, OHIO

5178052187621970
A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

wtm

TO: James C. Warmbrodt, 42524
Weltman, Weinberg, & Reis Co., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219

FROM: Annette Vargas

RE: Complaint in Civil Action No 2007-1986-CD

Attached is my answer to the Civil Action filed by you on behalf of Capital One Bank.

Account # 5178052187621970

I am available to discuss further at (814) 372-2155.

Thank you,
Annette Vargas
1/18/2008

EXHIBIT

B

0194670
Clearfield

CAPITAL ONE BANK

Plaintiff

Vs.

**ANSWER TO CIVIL ACTION
COMPLAINT**

RE: 2007-1986-CD

ANNETTE M VARGAS

Defendant

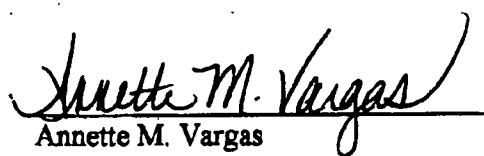
FILED BY DEFENDANT

**Annette M. Vargas
2162 South Main Street
DuBois, PA 15801
(814) 372-2155**

ANSWER

1. Agreed.
2. Agreed.
3. Defendant signed a pre-approved application and received a credit card bearing the account number 5178052187621970.
4. Current balance is \$3000.00 in personal charges and 2332.14 in interest, past due fees and over credit limit fees.
5. No comment.
6. No comment.
7. The defendant's nonpayment is not willful. Current salary is \$20,000.00 per year less than when the credit charges were created. Defendant is a single parent who has not received a support payment in three years.

The Defendant thanks the court for taking the above into consideration.



Annette M. Vargas
2162 South Main Street
DuBois, PA 15801
(814) 372-2155

January 18, 2008

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

CAPITAL ONE BANK

Plaintiff

No. 2007-1986-CD

vs.

ANNETTE M VARGAS
Defendant

ORDER OF COURT

AND NOW, to wit, this 1 day of May, 2008, upon consideration of the record,
it is HEREBY, ORDERED, ADJUDGED AND DECREED that the Motion For Judgment on the
Pleadings on the above captioned matter is scheduled for May 19, 2008 at
11:30 a.m. Courtroom #1, Clearfield County Courthouse,
Clearfield, PA.

BY THE COURT:



FILED 05/16/08 2CC
MAY 02 2008 Arty Moleczan
60
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff No. 2007-1986-CD

vs.

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

ANNETTE M VARGAS

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA. I.D.#47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06194670

FILED NO
MAY 12 2007
2007
MAY 12 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff No. 2007-1986-CD
vs.

ANNETTE M VARGAS

Defendant

AFFIDAVIT OF SERVICE OF ORDER OF COURT

BEFORE ME, the undersigned authority, personally appeared William T. Molczan, Esquire, who according to law deposes and says that a copy of the Order of Court has been served on the Defendant, Annette M. Vargas.

1. On or about May 05, 2008, Plaintiff received a signed Order of Court for a scheduled hearing on the Motion For Judgment on the Pleadings for May 19, 2008. Said Order of Court is attached as Exhibit "1".

2. On or about May 06, 2008, Plaintiff mailed the Order of Court to 2162 South Main Street, Du Bois, PA. 15801.

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

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06194670

Sworn to and subscribed
before me this 7
day of May, 2008.

~~NOTARY PUBLIC~~

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

CAPITAL ONE BANK

Plaintiff

No. 2007-1986-CD

vs.

ANNETTE M VARGAS
Defendant

ORDER OF COURT

AND NOW, to wit, this 1 day of May, 2008, upon consideration of the record,
it is HEREBY, ORDERED, ADJUDGED AND DECREED that the Motion For Judgment on the
Pleadings on the above captioned matter is scheduled for May 19, 2008 at
11:30 a.m./p.m. Courtroom #1, Clearfield County Courthouse,
Clearfield, PA.

BY THE COURT:



I declare under penalty of perjury that the foregoing is a true
copy of the original copy of the original
document filed in this case.

MAY 02 2008

Attest:


Prothonotary/
Clerk of Courts

EXHIBIT
"1"

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 2007-1986-CD

vs.

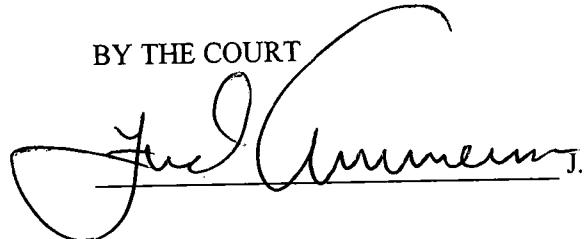
ANNETTE M VARGAS,

Defendant.

ORDER OF COURT

AND NOW, to-wit, this 19th day of May, 2008, upon Plaintiff's Motion for Judgment on the Pleadings, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Judgment is entered in favor of Plaintiff in the amount of \$5,332.14 with additional interest at the legal interest rate of 6.0% per annum from November 15th, 2007, plus costs.

BY THE COURT



FILED ^{10C}
05/20/2008 Atty Warmbrodt
MAY 19 2008
GW
William A. Shaw
Prothonotary/Clerk of Courts

ORIGINAL

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

CAPITAL ONE BANK

Plaintiff

No. 2007-1986-CD

vs.

ANNETTE M VARGAS

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA. I.D.#47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06194670

FILED NOCC
MAY 30 2008
MAY 30 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff No. 2007-1986-CD
vs.

ANNETTE M VARGAS

Defendant

AFFIDAVIT OF SERVICE OF ORDER OF COURT

BEFORE ME, the undersigned authority, personally appeared William T. Molczan, Esquire, who according to law deposes and says that a copy of the Order of Court has been served on the Defendant, Annette M. Vargas.

1. On or about May 23, 2008, Plaintiff received a signed Order of Court dated from May 19, 2008. Said Order of Court is attached as Exhibit "1".

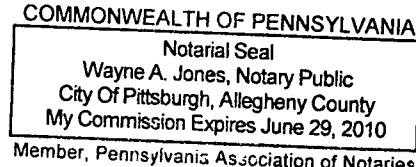
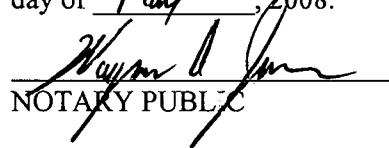
2. On or about May 27, 2008, Plaintiff mailed the Order of Court to 2162 South Main Street, Du Bois, PA. 15801.

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

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06194670

Sworn to and subscribed
before me this 27
day of May, 2008.

NOTARY PUBLIC



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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 2007-1986-CD

vs.

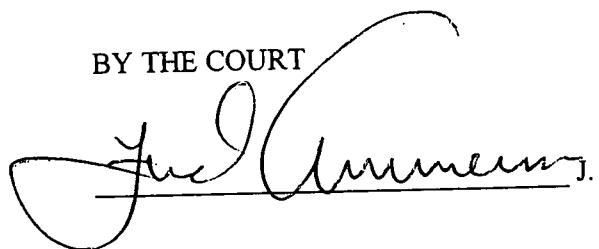
ANNETTE M VARGAS,

Defendant.

ORDER OF COURT

AND NOW, to-wit, this 17th day of May, 2008, upon Plaintiff's Motion for Judgment on the Pleadings, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Judgment is entered in favor of Plaintiff in the amount of \$5,332.14 with additional interest at the legal interest rate of 6.0% per annum from November 15th, 2007, plus costs.

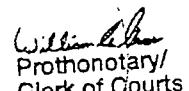
BY THE COURT



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

MAY 19 2008

Attest.


William L. Baker
Prothonotary/
Clerk of Courts

EXHIBIT

"1"

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

CAPITAL ONE BANK

Plaintiff

Case No.: 2007-1986-CD

vs.

ANNETTE M VARGAS

Defendant.

NOTICE OF JUDGMENT OR ORDER

TO: () Plaintiff
 (xx) Defendants
 () Garnishee

You are hereby notified that the following Order or Judgment was entered against you on July 28, 2008.

(xx) Assumpsit Judgment in the amount of \$5,552.14, plus interest at 6.0% per annum, 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
 (xx) Court Order
 () Non-Pros
 () Confession
 () Default
 () Verdict
 () Arbitration Award
 () By Consent

Prothonotary

ANNETTE M VARGAS
2162 SOUTH MAIN ST
DU BOIS, PA 15801

By: Willie L. Blair, Jr.
PROTHONOTARY (OR DEPUTY)

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

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

CAPITAL ONE BANK

Plaintiff

Case No.: 2007-1986-CD

TYPE OF PLEADING

vs.

**PRAECIPE FOR JUDGMENT
PER ORDER OF COURT**

ANNETTE M VARGAS

Defendant.

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Patrick Thomas Woodman, Esquire
PA I.D.#34507
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 06194670
\$5,552.14

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

FILED pd \$20.00 Atty
m/1:35 pm 1ccd notice to
JUL 28 2008 deft

William A. Shaw
Prothonotary/Clerk of Courts

Statement to Atty

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

CAPITAL ONE BANK

Plaintiff

Case No.: 2007-1986-CD

vs.

ANNETTE M VARGAS

Defendant.

PRAECIPE FOR JUDGMENT

TO THE PROTHONOTARY:

Pursuant to Pa.R.C.P. 237, I certify that a copy of this Praecipe has been mailed to each other party who has appeared in the action or to his/her Attorney of Record.

In light of the Court Order granting Judgment on the Pleadings in favor of Plaintiff on May 19, 2008, kindly enter Judgment against the Defendant, **ANNETTE M VARGAS**, in the amount of \$5,552.14 computed as follows:

Amount Awarded per Order: \$5,332.14

Interest from November 15, 2007 through July 22, 2008
at the legal rate of 6.0% per annum: \$220.00

TOTAL: \$5,552.14

Attached is a copy of the Court Order in favor of Plaintiff for Judgment.

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

By: Patrick Thomas Woodman
Patrick Thomas Woodman, Esquire
PA I.D.#34507
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

Plaintiff's address is:

c/o Weltman, Weinberg & Reis, Co., L.P.A., 1400 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And Defendant's address is: 2162 SOUTH MAIN ST., DU BOIS, PA 15801

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 2007-1986-CD

vs.

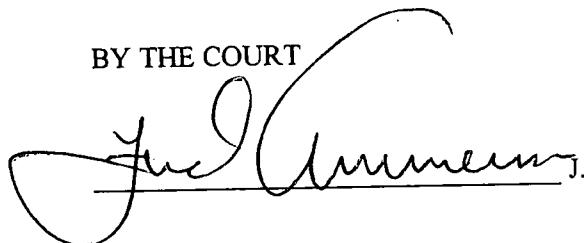
ANNETTE M VARGAS,

Defendant.

ORDER OF COURT

AND NOW, to-wit, this 17th day of May, 2008, upon Plaintiff's Motion for Judgment on the Pleadings, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Judgment is entered in favor of Plaintiff in the amount of \$5,332.14 with additional interest at the legal interest rate of 6.0% per annum from November 15th, 2007, plus costs.

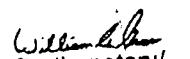
BY THE COURT



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

MAY 19 2008

Attest.


William L. Ober
Prothonotary/
Clerk of Courts

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

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

By: Patrick Thomas Woodman
Patrick Thomas Woodman, Esquire
PA I.D.#34507
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06194670

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

Capital One Bank
Plaintiff(s)

No.: 2007-01986-CD

COPY

Real Debt: \$5,552.14

Atty's Comm: \$

Vs.

Costs: \$

Anne-Te M. Vargas
Defendant(s)

Entry: \$20.00

Instrument: Judgment per Order of Court

Date of Entry: July 28, 2008

Expires: July 28, 2013

Certified from the record this July 28, 2008



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

CAPITAL ONE BANK

Plaintiff No. 2007-1986-CD

vs.

**INTERROGATORIES IN ATTACHMENT
PSECU AND NORTHWEST SAVINGS BANK**

ANNETTE M VARGAS

Defendant

and

PSECU
AND NORTHWEST SAVINGS BANK

Garnishee

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06194670

FILED NO
M 12:10 AM CC
JUN 10 2009
60

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No.: 2007-1986-CD

ANNETTE M VARGAS
Defendant

and

PSECU
AND NORTHWEST SAVINGS BANK
Garnishee

TO: PSECU
1 CREDIT UNION PLACE
HARRISBURG, PA 17710

Suggested Reference No.: XXX-XX-0248

RE: ANNETTE M VARGAS
2162 SOUTH MAIN STREET
DUB OIS, PA 15801

NORTHWEST SAVINGS BANK
10 W CHOCOLATE AVE
HERSHEY, PA 17033

FIRST COMMONWEALTH BANK
111 S MAIN STREET
GREENSBURG, PA 15601

IMPORTANT NOTICES TO GARNISHEE!

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason?

1a. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

2. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

5. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

6. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, Identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

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

By: 
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06194670

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is _____
(Name)

_____ of _____, garnishee herein,
. (Title) (Company)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing
Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.

_____ (SIGNATURE)

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

CAPITAL ONE BANK

Plaintiff No. 2007-1986-CD

vs.

**PRAECLP FOR WRIT OF EXECUTION
(BANK ATTACHMENT)**

ANNETTE M VARGAS

Defendant

PSECU
AND NORTHWEST SAVINGS BANK,

Garnishee,

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06194670

'FILED No cc
M 12/12/2009 Atty pd
JUN 10 2009 Atty pd
20.00
William A. Shaw
Prothonotary/Clerk of Courts
I Writ to Atty
©GJ

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

CAPITAL ONE BANK

Plaintiff

VS.

Civil Action No. 2007-1986-CD

ANNETTE M VARGAS

Defendant

PSECU
AND NORTHWEST SAVINGS BANK,

Garnishes

PRAECLIPSE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter...

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

By: W.H. Molczan
William T. Molczan, Esquire

PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06194670

COPY

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 2007-1986-CD

ANNETTE M VARGAS
Defendant

PSECU
AND NORTHWEST SAVINGS BANK
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF DAUPHIN COUNTY:

To satisfy the judgment, interest and costs against: ANNETTE M VARGAS Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of PSECU AND NORTHWEST SAVINGS BANK, as garnishee, 10 W CHOCOLATE AVE, HERHSEY, PA 17033 AND 1 CREDIT UNION PL, HARRISBURG, PA 17110 and to notify the garnishee that:
 - a. An attachment has been issued;
 - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
 - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
 - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
 - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above sated

Amount due \$ 5561.53

Costs to be added..... \$

132.00 Prothonotary costs

Prothonotary

W. L. L. H.

Deputy

DATED: 6/10/09
WWR#06194670

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DAUPHIN

CAPITAL ONE BANK

Plaintiff

No. 200-1986 CD

vs.

ANNETTE M VARGAS

Defendant

PSECU AND
NORTHWEST SAVINGS BANK
Garnishee

WRIT OF EXECUTION
NOTICE

This paper is a "Writ of Execution". It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken and sold by the Sheriff to satisfy your debts. **SUCH PROPERTY IS SAID TO BE EXEMPT**. No matter what you may owe, there is a **DEBTOR'S EXEMPTION** established by law. This means that no matter what happens, the Sheriff must give you from the sale at least \$300.00 in cash or property. There are also other exemptions which may be applicable to you. Listed below is a summary of some of the major exemptions. You may have other exemptions or other rights. If you have an exemption, you should do the following promptly:

- (1) Complete the claim form on the opposite side and demand a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court when and where you are told to appear ready to explain your exemption. **IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.**

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.

Dauphin County Lawyer Referral Service
213 N. Front Street
Harrisburg, PA 17101
TELEPHONE NO.: (717) 232-7536

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 exemptions set by law.
2. All wearing apparel used by yourself and all family members.
3. Bibles, school books, sewing machines, uniforms & equipment.
4. Tools of your trade such as carpenter's tools.
5. Most wages & unemployment benefits.
6. Social Security benefits, certain retirement funds and accounts.
7. Certain veteran & armed forces benefits.
8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON,

(a) I desire that my statutory \$300.00 exemption be:

(1) set aside in kind (specify property, to be set aside in kind):

(2) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption: (specify property and basis of exemption):

(2) FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:

(a) my \$300.00 statutory exemption: in cash in kind
(specify property):

(b) Social Security benefits on deposit in the amount of \$ _____
(c) Other (specify amount & basis for exemption): _____

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: _____ TELEPHONE NUMBER: _____

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. § 4904 relating to unsworn falsification to authorities:

Date: _____

Defendant: _____

THIS CLAIM TO BE FILED WITH:

Office of the Sheriff of Dauphin County
Front & Market Streets, P.O. Box 1295
Harrisburg, PA 17108
Telephone Number: (717) 255-2660

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

2009 CIV 8052 NP

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

CAPITAL ONE BANK

Plaintiff No. 2007-1986-CD

vs.

**INTERROGATORIES IN ATTACHMENT
PSECU AND NORTHWEST SAVINGS BANK**

ANNETTE M VARGAS

Defendant

and

PSECU
AND NORTHWEST SAVINGS BANK

Garnishee

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06194670

FILED NO CC
M 11/08/2019 BY
30 08 2019
610

S
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No.: 2007-1986-CD

ANNETTE M VARGAS
Defendant

and

PSECU
AND NORTHWEST SAVINGS BANK
Garnishee

TO: PSECU
1 CREDIT UNION PLACE
HARRISBURG, PA 17710

Suggested Reference No.: XXX-XX-0248

RE: ANNETTE M VARGAS
2162 SOUTH MAIN STREET
DUB OIS, PA 15801

NORTHWEST SAVINGS BANK
10 W CHOCOLATE AVE
HERSHEY, PA 17033

FIRST COMMONWEALTH BANK
111 S MAIN STREET
GREENSBURG, PA 15601

IMPORTANT NOTICES TO GARNISHEE!

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason?

Yes

1a. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

Solely owned checking account

2. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

Yes 1916001843 Solely owned checking \$5.80

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

No

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

No

5. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

No

6. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

No

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, Identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.

No

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

Yes 1916001843 \$5.80

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

By: William T. Molczan
William T. Molczan, Esquire

PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06194670

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is Rachel L. Schwab
(Name)
agent of Northwest Savings Bank, garnishee herein,
(Title) (Company)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing
Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.

Rachel L. Schwab
(SIGNATURE)



**NORTHWEST
SAVINGS BANK**

Where people make the difference.

100 LIBERTY STREET

P. O. BOX 128

WARREN, PENNSYLVANIA 16365

Capital One Bank

Vs.

Annette M Vargas
Commonwealth of Pennsylvania
County of Clearfield
Case No 2009CV-8052NT

VERIFICATION

The undersigned does hereby verify under penalty of perjury, that he/she is the legal representative of Northwest Savings Bank, Garnishee herein, that he/she is duly authorized to make this Verification and that the facts set forth in the foregoing INTERROGATORIES are true and correct to the best of his/her knowledge, information and belief.

Rachel L Schwab
Rachel L Schwab

Please forward all future related documents from the above referenced case number to:

Northwest Savings Bank
Attn: Rachel Schwab
100 Liberty St
PO Box 128
Warren PA 16365
PH: 814-728-7389

Thank you.

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

Capital Ore Bank

Plaintiff

vs.

Annette M Vargas

Defendants

v.

NORTHWEST SAVINGS BANK,
Garnishee

Case No 2009CV-8052NT

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Answers to Interrogatories in Attachment was mailed by first class mail, postage prepaid, or hand delivered this 6th day of July 2009, to unrepresented parties in the above captioned matter as follows:

Annette M Vargas
2162 S Main St Ext
Dubois, PA 15801

Weltman, Weinberg, & Reis CO., L.P.A
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

By Rachel S. Schwab
Rachel Schwab
Northwest Savings Bank
100 Liberty St
PO Box 128
Warren PA 16365
(814) 728-7389

CAPITAL ONE BANK, : IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
Plaintiff :
:
vs. :
:
ANNETTE M. VARGAS, :
:
Defendant : No. 2007-1986-CD
:
and : No. 2009-CV-8052-NT
:
PA STATE EMPLOYEES CREDIT UNION, :
:
Garnishee :
:

7 FILED (2)

ANSWERS TO INTERROGATORIES

2. Account # 0196580248 Annette M. Vargas

JUL 16 2009
n/11:50/a
William A. Shaw
Prothonotary/Clerk of Courts

No 9/

S1 Regular Shares	\$ 8.00*
S4 Checking	\$ 2,762.02
	\$ - 300.00**
	\$ - 207.00***

*\$5.00 Membership Fee held in Regular Shares.

**\$300.00 Exempt from attachment under 42 Pa.C.S. 8123.

***\$207.00 See Interrogatories Answer #5 PSECU Suspended Visa due 6/25/09 (\$103.00)
PSECU Suspended Visa due 7/25/09 (\$104.00)

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is Kathleen Weinstein
(Name)

Judgment Collector of PSECU, garnishee herein,
(Title) (Company)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing
Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.

Kathleen Weinstein
(SIGNATURE)

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

CAPITAL ONE BANK

Plaintiff

vs.

ANNETTE M VARGAS

Defendant

and

PSECU
AND NORTHWEST SAVINGS BANK

Garnishee

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06194670

2009 CV 8052 NT

No. 2007-1986-CD

**INTERROGATORIES IN ATTACHMENT
PSECU AND NORTHWEST SAVINGS BANK**

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No.: 2007-1986-CD

ANNETTE M VARGAS
Defendant

and

PSECU
AND NORTHWEST SAVINGS BANK
Garnishee

TO: PSECU
1 CREDIT UNION PLACE
HARRISBURG, PA 17710

Suggested Reference No.: XXX-XX-0248

RE: ANNETTE M VARGAS
2162 SOUTH MAIN STREET
DUB OIS, PA 15801

NORTHWEST SAVINGS BANK
10 W CHOCOLATE AVE
HERSHEY, PA 17033

FIRST COMMONWEALTH BANK
111 S MAIN STREET
GREENSBURG, PA 15601

IMPORTANT NOTICES TO GARNISHEE!

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason?

No.

1a. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

N/A

2. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

Yes. See attached.

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

No.

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

No.

5. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

No, however, L9 PSECU \$uspended Visa Loan due 6/25/09 (\$103.00)
PSECU Suspended Visa Loan due 7/25/09 (\$104.00)

6. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

No.

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, Identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.

No.

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

No.

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

By: William T. Molczan

William T. Molczan, Esquire
PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06194670

FILED 1cc to Atty
m 11:10 AM Warmbrodt
JUL 31 2009
William A. Shaw
Prothonotary/Clerk of Courts
IS

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

CAPITAL ONE BANK

Plaintiff No. 2007-1986-CD

vs.

**PRAECIPE TO SETTLE, DISCONTINUE
& END AS TO THE GARNISHEE
PSECU AND NORTHWEST SAVINGS BANK ONLY**

ANNETTE M VARGAS

Defendant

PSECU AND NORTHWEST SAVINGS BANK

Garnishee FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#06194670

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2007-1986-CD

ANNETTE M VARGAS

Defendant

PSECU AND NORTHWEST SAVINGS BANK

Garnishee

PRAECIPE TO SETTLE DISCONTINUE AND END
AS TO THE GARNISHEE , PSECU AND NORTHWEST SAVINGS BANK, ONLY

TO THE PROTHONOTARY OF COUNTY:

Please kindly Settle Discontinue and End the above captioned matter as to Garnishee, PSECU AND NORTHWEST SAVINGS BANK, only, upon the records of the Court and mark the cost paid.

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

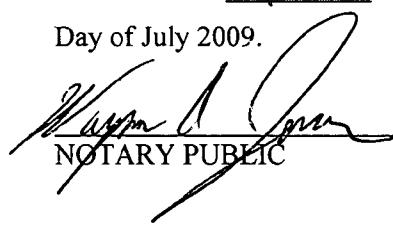
By: 
James C Warmbrodt, Esquire
PA I.D #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06194670

Sworn to and subscribed

Before me the 21

Day of July 2009.


NOTARY PUBLIC

