

08-680-CD  
Capital One vs D. Rutherford

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No: 2008-680-CD

vs.

COMPLAINT IN CIVIL ACTION

DAVID E RUTHERFORD

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  
06143122 C N Pit DKB

FILED pd \$9500 A/H  
m/10:55cm cc shft  
APR 14 2008  
(LM)

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

DAVID E RUTHERFORD

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 15000 CAPITAL ONE DRIVE RICHMOND , VA 23238 .

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

DAVID E RUTHERFORD  
249 CROSS ROADS BLVD  
COALPORT, PA 16627

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXXX9800 .

4. Defendant made use of said credit card and has a current balance due of \$1250.25 , as of December 27, 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 17.900% per annum on the unpaid balance from December 27, 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 , DAVID E RUTHERFORD , INDIVIDUALLY , in the amount of \$1250.25 with continuing interest thereon at the rate of 17.900% per annum from December 27, 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  
06143122 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.

# Find a lower price and we'll match it **PLUS** take an additional 10% off!



## Everyday Low Prices Guaranteed at Lowe's®

\*We guarantee our everyday competitive prices. If you find a lower everyday or advertised price on an identical stock item at any local retail competitor that has the item in stock, we'll beat their price by 10% when you buy from us. Just bring us the competitor's current ad, or we'll call to verify the item's price that you have found. Cash/charge card and carry purchases only. Competitor's closeout, special order, discontinued, clearance, liquidation and damaged items are excluded from this offer. On percent off sales, we will match the competitor's percent off offer. Limited to reasonable quantities for homeowner and one-house order quantities for cash and carry contractors. Current in-store price, if lower, overrides Lowe's advertised price. Price guarantee honored at all Lowe's retail locations. Labor charges for product installation are excluded from our price guarantee offer in our stores with an Installed Sales Program. Visit store for complete details.



### Account Summary

|                                   |               |
|-----------------------------------|---------------|
| Previous Balance                  | \$922.66      |
| Payments, Credits and Adjustments | \$0.00        |
| Transactions                      | \$29.00       |
| Finance Charges                   | \$13.67       |
| <br>New Balance                   | <br>\$965.33  |
| Minimum Amount Due                | \$965.33      |
| Payment Due Date                  | June 03, 2006 |
| <br>Total Credit Line             | <br>\$400     |
| Total Available Credit            | \$0.00        |
| Credit Line for Cash              | \$400         |
| Available Credit for Cash         | \$0.00        |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-508-2520**

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 30265  
SLC, UT 84130-0285

### PLATINUM VISA ACCOUNT

4305-9825-0845-9800

APR 04 - MAY 03, 2006

Page 1 of 1

### Payments, Credits and Adjustments

#### Transactions

1 03 MAY PAST DUE FEE

\$29.00

**Important Notice** Your account was past due. Under the terms we previously disclosed to you, if your account is past due again in the next 12 billing cycles, your Annual Percentage Rates (A.P.R.s) may increase.

You were assessed a past due fee of \$29.00 on 05/03/2006 because your minimum payment was not received by the due date of 05/03/2006. 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 | \$929.25                | .04904% D     | 17.90%            | \$13.67        |
| CASH      | \$0.00                  | .06247% D     | 22.80%            | \$0.00         |

ANNUAL PERCENTAGE RATE applied this period

17.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne**

0000000 0 4305982508459800 03 0965330100000965337

New Balance \$965.33  
Minimum Amount Due \$965.33  
Payment Due Date June 03, 2006  
Total enclosed \$   
Account Number: 4305-9825-0845-9800

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

|               |                 |  |
|---------------|-----------------|--|
| Street        | Apt. #          |  |
| City          | State           | ZIP  |
| Home Phone    | Alternate Phone | ( <span style="border: 1px solid black; display: inline-block; width: 1.2em; height: 1.2em; vertical-align: middle;"></span> ) |
| Email Address |                 |  |

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

000490

#9012460940634770# MAIL ID NUMBER  
DAVID E RUTHERFORD  
249 CROSS ROADS BLVD  
COALPORT PA 16627-8921

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

02807 0 0700  
130A  
2

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

<sup>†</sup>a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new other charges that post to the purchase account on your account, and on new promotional purchases (except purchases that post to the promotional purchase segment of your account or the New Balance, less promotional purchase balances not yet expired, on your previous statement was zero or if you pay the total New Balance on your monthly billing statement. In full, less promotional purchase balances that have not expired, prior to the grace period closing date (this is the grace period on new purchases). \*New Balance is the previous statement balance less payments, credits and other adjustments posted to your account during the current billing period plus new purchases, balance transfers, special transfers, cash advances, fees and other charges posted to your account during the current billing period. There is no grace period on new purchases and special transfers. See the Promotional Financing section below for further details on accruing finance charge for promotional purchases.

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 date of the transaction in 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 is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance in full, and from the first day of your next statement closing date, you did not pay so for the previous month. Unpaid finance charges are added to the applicable segment of your Account. (See the Promotional Financing section below for further details on accruing finance charge for promotional purchases).

c. **Post-Accrued Finance Charge (if applicable to your account).**

Finance charge on promotional purchases not yet expired will be deferred until the end of each respective promotional period. If your account charges off due to serious delinquency or default, finance charge will no longer be deferred and you will be responsible for the entire unpaid balance. You may avoid paying the deferred finance charge on promotional purchases if you pay off your promotional purchases in full by the payment due date for the billing cycle in which each promotional period expires. All payments made to your account will be applied in the following order: fees, finance charge that is not deferred, cash advances, then promotional purchases in order of expiration date. You may opt to change this order. If you do so, however, you will be applying fees, then fees, finance charge that is not deferred, promotional purchases in order of expiration date, cash advances, then purchases.

d. **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 our 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.

e. **Temporary Reduction in Finance Charge.** We reserve the right to reassess any or all finance charges for any given billing period.

f. **Average Daily Balance (including New Purchases).**

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. 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 for that segment. We then subtract any payments or credits posted in a day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if your account qualifies for a grace period in either the purchase or special purchase segments of your account, 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. Since we calculate on a daily basis, there may be a slight variance between the calculation and the amount of finance charge actually assessed.

3. **Annual Percentage Rates (APR).**

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code D (Prime) or F (1-mo. LIBOR) appears on the front of your statement, this means that the applicable periodic rate and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

c. **Assessment of Late Overdraft 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.

d. **Temporary Close 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.

e. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You may request to close your account, credit card and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider a change your authorization to reopen your account. Additionally, your account will not be closed until you pay off all your own debt including any transaction you have authorized, fine, check, 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 have made a purchase from a merchant and we receive the transaction from a merchant, if 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 is closed. See the payment section above.

f. **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 the address for inquiries shown on the front of this statement. We will have your bill open to you later than 60 days after we send you the first bill on which the error or question 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 your explanation, if possible, of why you believe it is an error. 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, the purchase was made in your home state or within 100 miles of your mailing address. (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 non-credit card accounts**

Capital One supports information privacy protection: see our 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

VERIFICATION

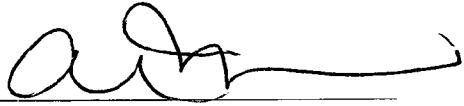
CAPITAL ONE BANK

vs

RUTHERFORD, DAVID E

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

ARYONNE MABSON  
NOTARY PUBLIC  
DEKALB COUNTY, GEORGIA  
MY COMMISSION EXPIRES OCT. 29, 2011

4305982508459800  
A049  
WELTMAN, WEINBERG & REIS CO., L.P.A.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104045  
NO: 08-680-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK  
vs.  
DEFENDANT: DAVID E. RUTHERFORD

**SHERIFF RETURN**

NOW, April 23, 2008 AT 6:14 PM SERVED THE WITHIN COMPLAINT ON DAVID E. RUTHERFORD DEFENDANT AT 249 CROSS ROADS BLVD., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOAN RUTHERFORD, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

**FILED**  
03.30 cm  
JUL 25 2008

William A. Shaw  
Prothonotary/Clerk of Courts

| PURPOSE         | VENDOR  | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE       | WELTMAN | 8672469 | 10.00  |
| SHERIFF HAWKINS | WELTMAN | 8672469 | 74.56  |

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins  
by Marilyn Hawkins*  
Chester A. Hawkins  
Sheriff

FILED

SEP 17 2008

7/12/08  
William A. Shaw  
Prothonotary/Clerk of Courts  
CANA w/notice DEPT.

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

CAPITAL ONE BANK

Plaintiff No. 2008-680-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

DAVID E RUTHERFORD

Defendant

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#6143122  
Judgment Amount \$ 1367.64

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

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2008-680-CD

DAVID E RUTHERFORD

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, DAVID E RUTHERFORD above named, in the default of an Answer, in the amount of \$1367.64 computed as follows:

|   |                  |
|---|------------------|
| Amount claimed in Complaint   | \$1,250.25       |
| Interest from 12/27/07 to 9/4/08<br>at the legal interest rate of 17.900% per annum | \$117.39         |
| <b>TOTAL</b>  | <b>\$1367.64</b> |

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

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

By: \_\_\_\_\_

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#6143122

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
And that the last known address of the Defendant is: 249 CROSS ROADS BLVD COALPORT, PA 16627

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2008-680-CD

DAVID E RUTHERFORD

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 9-17-08

Assumpsit Judgment in the amount  
of \$1367.64 plus costs.

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

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

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

Prothonotary

By:

PROTHONOTARY (OR DEPUTY)

DAVID E RUTHERFORD  
249 CROSS ROADS BLVD  
COALPORT, PA 16627

Plaintiff's address is:

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

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

CAPITAL ONE BANK (USA), NA

Plaintiff

Case # 2008-650-CD

DAVID E RUTHERFORD

Defendant(s)

IMPORTANT NOTICE

TO: DAVID E RUTHERFORD  
249 CROSS ROADS BLVD  
COALPORT, PA 16627

Date of Notice: 08/04/2008  
WWR#: 06143122

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

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

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

BY: Patrick Thomas Woodman  
PATRICK THOMAS WOODMAN  
PA I.D. #34507  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 KOPPERS BLDG, 436 7TH AVE.  
PITTSBURGH, PA 15219

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

CAPITAL ONE BANK

Case no: 2008-680-CD

Plaintiff  
vs.  
DAVID E RUTHERFORD

**NON-MILITARY AFFIDAVIT**

Defendant

The undersigned, who first being duly sworn, according to law, deposes and states as follows:

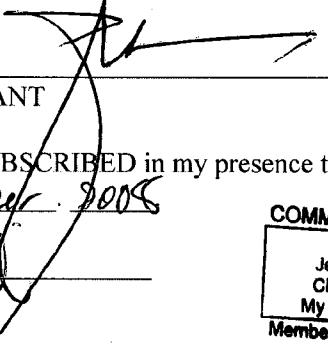
That he/she is the duly authorized agent of the Plaintiff in the within matter.

Affiant further states that the within Affidavit is made pursuant to and in accordance with the Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

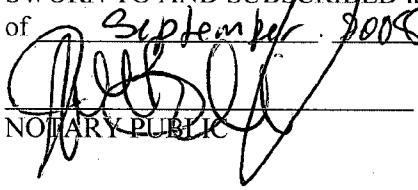
Affiant further states that based upon investigation it is the affiant's belief that the Defendant, DAVID E RUTHERFORD is not in the military service.

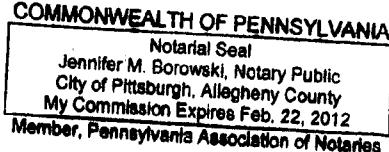
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, DAVID E RUTHERFORD is not in the military service.

Further Affiant sayeth naught.

  
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 8 day  
of September 2005

  
NOTARY PUBLIC



This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

Department of Defense Manpower Data Center

SEP-04-2008 06:58:40



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

| Last Name  | First/Middle | Begin Date | Active Duty Status   | Service/Agency |
|------------|--------------|------------|--|----------------|
| RUTHERFORD | DAVID        |            | Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty. |                |

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

*Mary M. Snavely-Dixon*

Mary M. Snavely-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

*Report ID: KNGRVDAACH*