

08-879-CD

Capital One vs Rochelle Ferguson

STOCK & GRIMES, LLP
BY: FRANCIS X. GRIMES, ESQUIRE
I.D.# 62404
804 West Avenue
Jenkintown, PA 19046
(215) 576-1900

Attorney for Plaintiff

CAPITAL ONE BANK, (USA), N.A.
c/o Stock & Grimes, LLP
804 West Avenue
Jenkintown, PA 19046

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
CIVIL ACTION-LAW

vs.

ROCHELLE FERGUSON
14 Clark Street
Clearfield, PA 16830

NO. 08-879-CD

CIVIL ACTION

"NOTICE"

"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 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.

"AVISO"

"Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted."

"LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

LAWYERS REFERENCE SERVICE

Office of the Court Administrator
Clearfield County Courthouse
1 N. Second Street
Clearfield, PA 16830
(814) 765-2641 ext. 32

FILED
MAY 12 2008
Att'y pd \$95.00
ICC Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

STOCK & GRIMES, LLP
BY: Francis X. Grimes, Esquire
I.D.#62404
804 West Avenue
Jenkintown, PA 19046
(215) 576-1900

Attorney for Plaintiff

CAPITAL ONE BANK (USA), N.A.
c/o Stock & Grimes, LLP
804 West Avenue
Jenkintown, PA 19046

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY
: CIVIL ACTION-LAW

Plaintiff

: NO.

vs.

ROCHELLE FERGUSON
14 Clark Street
Clearfield, PA 16830

:
:
:
:

Defendant(s)

CIVIL ACTION COMPLAINT

COUNT I

1. Plaintiff, Capital One Bank (USA), N.A., is a corporation which has retained the services of Stock & Grimes, LLP located at 804 West Avenue, Jenkintown, PA 19046.

2. The Defendant, Rochelle Ferguson, is an adult individual residing at the address contained in the above caption.

3. On sundry and various occasions, Defendant(s), pursuant to an extension of credit to Defendant(s) under account number (#4388-6420-3060-7298 "account")), used the extension of credit for purchases and/or other forms of credit. (The Application is attached hereto as Exhibit "A").

4. The extension of credit, as designated above, to Defendant(s) was made in reliance upon Defendant(s) representation for repayment of the outstanding balance on the

account.

5. Plaintiff attaches hereto as Exhibit "B" to this Complaint, a true and correct copy of the last monthly statement in regard to the activities in connection with the Defendant's account.

6. The present outstanding balance which is due on the account, including accrued interest since the date of last payment, is \$2,609.80 and, although repeated requests and demands have been made upon the Defendant(s) to satisfy same, the Defendant(s) is/are in breach of the agreement to repay the account balance, and still refuse to pay same.

7. As a further result of Defendant(s) breach of the agreement for repayment of the account balance, Plaintiff is entitled to reasonable attorney collection fees.

8. Plaintiff's investigation has determined that the Defendant(s) is not in the military service.

9. THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

WHEREFORE, Plaintiff, Capital One Bank (USA), N.A., demands Judgment against the Defendant(s), Rochelle Ferguson, in the sum amount of \$3,262.25, (principal sum of \$2,609.80 and attorneys fees of \$652.45) with interest and costs.

COUNT II

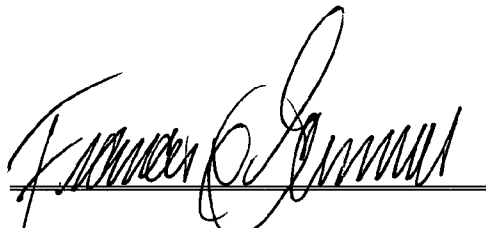
10. Plaintiff incorporates by reference paragraphs 1 through 9 as though detailed at length herein.

11. Defendant(s), by his/her use of the extension of credit, received the benefit of the extension of credit given on the above referenced account and has failed to make payment for the receipt of said benefit.

12. As a direct result of the receipt of the benefit of the extension of credit given on the above referenced account, Defendant(s) have been unjustly enriched in the amount of \$2,609.80, to Plaintiff's detriment.

WHEREFORE, Plaintiff, Capital One Bank (USA), N.A., demands Judgment against the Defendant(s), Rochelle Ferguson, in the sum of \$2,609.80, with interest and costs.

DATE: 5-7-08



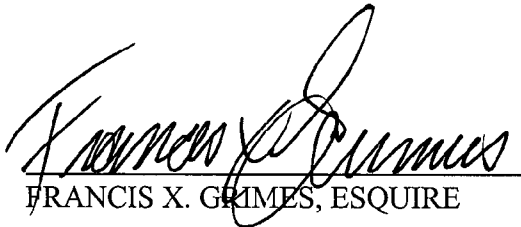
FRANCIS X. GRIMES, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, **FRANCIS X. GRIMES, ESQUIRE**, hereby states that he is the attorney for the Plaintiff who is located outside this jurisdiction and in order to file the within document in an expedient and timely manner, he is authorized to take this Verification on behalf of the said Plaintiff in the within action and verifies that the statements made in the foregoing Complaint are true and correct to the best of his knowledge, information and belief, based upon information provided to him by the Plaintiff.

A Verification signed by the Plaintiff will be provided to Defendant or counsel for Defendant upon request.

The undersigned understands that false statements herein are made subject to the penalties of 18 P.A.C.S..A. § 4904, relating to unsworn falsification to
|
authorities.


FRANCIS X. GRIMES, ESQUIRE

YES! I want my pre-approved Visa® Gold card with a credit line up to \$1,000.

1. Tell us about yourself

[REDACTED] - 5945101967
Social Security Number
610-485-1254
Home Phone

Date of Birth

4870407967878 007 002

Rochelle Ferguson
1413 Simpson St
Linwood, PA 19061-4334

2. Sign Here

I have read the IMPORTANT DISCLOSURES and Miscellaneous Information on the reverse and agree to be bound as specified therein. I authorize Capital One to check my credit and employment history. This offer is nontransferable. To avoid delays, please provide all information requested.

Signature

Rochelle Ferguson

Date

8-6-01

This Offer Expires: August 3, 2001

Please cross out and change name or address if necessary.

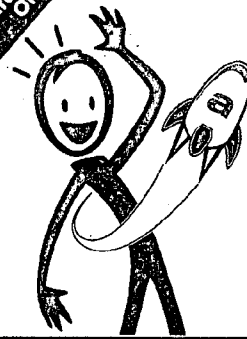


Please print clearly in black or blue ink. Detach and return this completed Certificate in the enclosed postage-paid envelope or mail to: Capital One, P.O. Box 85546 Richmond, VA 23285-5546. Please do not use this form for correspondence or payments.

Exhibit "A"

4191

Special Capital One Cardholder Offer!



First 3 months half-price

\$4.97*

a month; \$9.95/mo. thereafter

Now with FREE Accelerator for the first 12 months—a \$60 value

SIGN UP TODAY!

1-877-778-1207

Mention Offer Code: GARNET
Or visit www.peoplepc.com/go/garnet

peoplepc™ online

A better way to Internet.

PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers at half price for the first 3 months!

- Virus Protection powered by Symantec™
- Pop-Up Blocker™
- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

UNLIMITED INTERNET ACCESS

Capital One®

GOLD VISA ACCOUNT

APR 20 - MAY 19, 2005

4388-6420-3060-7298

Page 1 of 1

Account Summary

Previous Balance	\$1,454.48
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$32.31
New Balance	\$1,521.79
Minimum Amount Due	\$1,521.79
Payment Due Date	June 18, 2005
Total Credit Line	\$1,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

At your service

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

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

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-0515

Payments, Credits and Adjustments

Transactions

1	19 MAY	PAST DUE FEE	\$35.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

You were assessed a past due fee of \$35.00 on 05/19/2005 because your minimum payment was not received by the due date of 05/19/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,470.03	.07326% P	26.74%	\$32.31
CASH	\$0.00	.07326% P	26.74%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

26.74%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

00000000 0 4388642030607298 19 1521790525041521790

New Balance	\$1,521.79
Minimum Amount Due	\$1,521.79
Payment Due Date	June 18, 2005

Total enclosed \$
Account Number: 4388-6420-3060-7298

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

000186

#9014045463134239# MAIL ID NUMBER
ROCHELLE FERGUSON
1023 ANDERSON ST
TRAINER PA 19061-5233

Exhibit "B"

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

peoplepc™ online
A better way to Internet.

UNLIMITED INTERNET ACCESS



SIGN UP TODAY!

1-877-778-1207

Mention Offer Code: GARNET

Or visit www.peoplepc.com/go/garnet

PeoplePC is solely responsible for this offer, and is not affiliated with Capital One. Capital One does not provide, endorse or guarantee, and is not affiliated with, any product or service shown here. Any trademarks mentioned herein are solely owned by the respective entity. All rights reserved. By responding to this offer, you may be communicating information about yourself to the company that provides this product — for example, that you are a Capital One customer.

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

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

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

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1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

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

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fee without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

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: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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6186
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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Department of Defense Manpower Data Center

MAR-19-2008 13:05:24



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
FERGUSON	ROCHELLE	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. Snavelly-Dixon

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

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

The 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-879-CD

CAPITAL ONE BANK (USA) N.A.
vs
ROCHELLE FERGUSON

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 06/11/2008 HEARING: PAGE: 104163

DEFENDANT: ROCHELLE FERGUSON
ADDRESS: 14 CLARK ST.
CLEARFIELD, PA 16830
ALTERNATE ADDRESS

FILED

MAY 19 2008
0/1245/w
William A. Shaw
Prothonotary/Clerk of Courts

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS _____

SHERIFF'S RETURN

NOW, 5/19/08 AT 1047 AM / PM SERVED THE WITHIN

COMPLAINT ON ROCHELLE FERGUSON, DEFENDANT

BY HANDING TO Rochelle Ferguson, self

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

ADDRESS SERVED 14 Clark st Clfd.

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR ROCHELLE FERGUSON

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO ROCHELLE FERGUSON

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Deputy Signature

Print Deputy Name

STOCK & GRIMES, LLP Attorney for Plaintiff
BY: FRANCIS X. GRIMES, ESQUIRE
I.D.#62404
804 West Avenue
Jenkintown, PA 19046
(215) 576-1900

CAPITAL ONE BANK (USA), N.A. COURT OF COMMON PLEAS
c/o Stock & Grimes, LLP CLEARFIELD COUNTY
804 West Avenue CIVIL ACTION-LAW
Jenkintown, PA 19046

Plaintiff NO. 08-879 CD

vs.

ROCHELLE FERGUSON
14 Clark Street
Clearfield, PA 16830

Defendant(s)

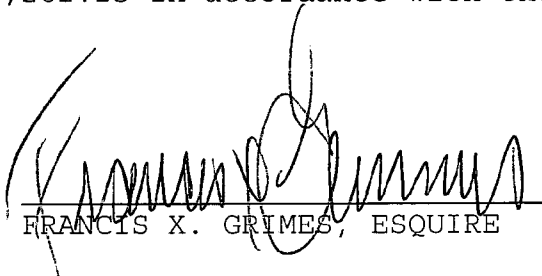
FILED
m/10:50 am
JUL 21 2008
pd \$20.00 Atty
1cc notice to debt
Statement to Atty
William A. Shaw
Prothonotary/Clerk of Courts

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Enter Judgment by Default in favor of the
Plaintiff, Capital One Bank (USA), N.A., and against
the Defendant(s), Rochelle Ferguson, for failure to
Answer the Civil Action Complaint. Assess Plaintiff's
damages in the sum of \$3,262.25 in accordance with the
prayer of the Complaint.

DATE: 7/18/08


FRANCIS X. GRIMES, ESQUIRE

AFFIDAVIT OF NON MILITARY SERVICE

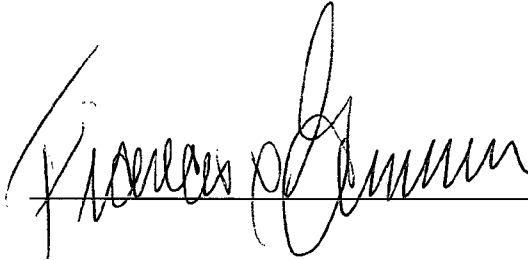
Francis X. Grimes, Esquire, being duly sworn according to law, deposes and says:

(a) That the Defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended;

(b) That Defendant, Rochelle Ferguson, is an adult individual and resides at 14 Clark Street, Clearfield, PA 16830.

(c) That Defendant, _____, is an adult individual and resides at _____

Affiant has ascertained the foregoing information by personal investigation and makes this Affidavit in due authority; and he understands that the statements herein are made subject to the penalties of 18 Pa. C.S. Sec. 4904, relating to unsworn falsification to authorities.



CAPITAL ONE BANK (USA), N.A.

Plaintiff

vs.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
CIVIL ACTION-LAW

No. 08-879 CD

ROCHELLE FERGUSON

Defendant

CERTIFICATION UNDER PA. R.C.P. 237.1

FRANCIS X. GRIMES, ESQUIRE, Attorney for
Plaintiff, Capital One Bank (USA), N.A. certifies that
he sent a copy of the attached Notice on June 20, 2008
by regular mail, to the Defendant(s) at the address at
which the Defendant(s) was/were served with a copy of
the Complaint by the Office of the Sheriff indicated by
the court records.

DATE: 7/18/08



FRANCIS X. GRIMES, ESQUIRE
Attorney for Plaintiff

CAPITAL ONE BANK (USA), N.A.

Plaintiff

vs.

ROCHELLE FERGUSON

Defendant(s)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
CIVIL ACTION-LAW

NO. 08-879 CD

TO: Rochelle Ferguson
14 Clark Street
Clearfield, PA 16830

Date: June 20, 2008

IMPORTANT NOTICE

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 (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE, IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER

LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**LAWYERS REFERENCE SERVICE
OFFICE OF THE COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 N. SECOND STREET
CLEARFIELD, PA 16830--
(814) 765-2641 EXT. 32**

F. Grimes

FRANCIS X. GRIMES, ESQUIRE
Attorney for Plaintiff
804 West Avenue
Jenkintown, PA 19046
(215) 576-1900

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

COPY

Capital One Bank (USA), NA

Vs.

No. 2008-00879-CD

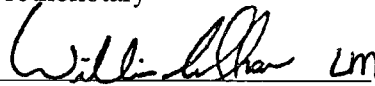
Rochelle Ferguson

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$3,262.25 on July 21, 2008.

William A. Shaw

Prothonotary

A handwritten signature in cursive script, appearing to read 'William A. Shaw', followed by a small 'um' or similar mark.

William A. Shaw

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

COPY

Capital One Bank (USA), NA
Plaintiff(s)

No.: 2008-00879-CD

Real Debt: \$3,262.25

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Rochelle Ferguson
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 21, 2008

Expires: July 21, 2013

Certified from the record this July 21, 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

STOCK & GRIMES, LLP Attorney for Plaintiff
BY: Francis X. Grimes, Esquire
I.D.#62404
804 West Avenue
Jenkintown, PA 19046
(215) 576-1900

CAPITAL ONE BANK (USA), N.A. COURT OF COMMON PLEAS
c/o Stock & Grimes, LLP CLEARFIELD COUNTY
804 West Avenue CIVIL ACTION-LAW
Jenkintown, PA 19046
Plaintiff NO. 08-879-CD

vs.

ROCHELLE FERGUSON
14 Clark Street
Clearfield, PA 16830

Defendant(s)

PRAECIPE

TO THE PROTHONOTARY:

Kindly prepare and forward to the undersigned a
Certified Copy of Docket Entries and Judgment which
Judgment was entered on July 21, 2008 in regard to this
case. The document will be utilized for the
transferring of the Judgment to the Court of Common
Pleas of Delaware County, Pennsylvania.

DATE: 7/31/08

Francis X. Grimes
FRANCIS X. GRIMES, ESQUIRE

FILED

AUG 04 2008
M/1:45

William A. Shaw
Prothonotary/Clerk of Courts

CENT COPY

w/ CENT OR DOCKET
Judgment

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
OFFICE OF THE PROTHONOTARY**

Capital One Bank (USA), NA

Vs.

NO. 2008-00879-CD

Rochelle Ferguson

CERTIFICATION OF DOCKET ENTRIES AND JUDGMENT

I, William A. Shaw, Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, do hereby certify that the attached is a certified and full copy of the docket entries in the above captioned case.

I further certify that a Judgment was entered in the above captioned matter in favor of Capitol One Bank (USA), NA, Plaintiff and against Rochelle Ferguson, Defendant on July 21, 2008, in the amount of 3,262.25.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, on the 4th day of August, A.D., 2008.

William A. Shaw

Prothonotary

BY: _____

Deputy

Date: 8/4/2008

Clearfield County Court of Common Pleas

User: BILLSHAW

Time: 02:06 PM

ROA Report

Page 1 of 1

Case: 2008-00879-CD

Current Judge: No Judge

Capital One Bank (USA), NAvs.Rochelle Ferguson

Civil Other-COUNT

Date		Judge
5/12/2008	New Case Filed.	No Judge
	Filing: Civil Complaint Paid by: Grimes, Francis X. (attorney for Capital One Bank (USA), NA) Receipt number: 1924022 Dated: 5/12/2008 Amount: \$95.00 (Check) 1CC shff.	No Judge
5/19/2008	Sheriff Return, Now, 5/19/2008 at 10:47 Served the within Complaint on Rochelle Ferguson by handing to Rochelle Ferguson. So Answers, Chester A. Hawkins, Sheriff by s/S. Hunter, deputy.	No Judge
7/21/2008	Filing: Praecipe for Default Judgment Paid by: Grimes, Francis X. (attorney for Capital One Bank (USA), NA) Receipt number: 1925050 Dated: 7/21/2008 Amount: \$20.00 (Check) Judgment entered in favor of the Plaintiff and against the defendant in the amount of \$3,262.25. 1CC & notice to debt and statement to Atty.	No Judge
8/4/2008	Filing: Praecipe, Exemplified Record Paid by: Stock & Grimes, LLP Receipt number: 1925268 Dated: 8/4/2008 Amount: \$15.00 (Check) 1 Cert. to Atty. with Cert. of Docket entries and Judgment.	No Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104163
NO: 08-879-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK (USA) N.A.
vs.
DEFENDANT: ROCHELLE FERGUSON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	STOCK	13658	10.00
SHERIFF HAWKINS	STOCK	13658	20.00

FILED
013:4564
AUG 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

2153944

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

FILED

MAR 01 2013
9 M 11:50/6
William A. Shaw
Prothonotary/Clerk of Courts
want to H+L

CAPITAL ONE BANK (USA), N.A.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : CP 08-879

ROCHELLE FERGUSON

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of the plaintiff in the
above-captioned matter.

GORDON & WEINBERG, P.C.

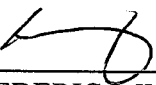
BY: _____

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

P012

CERTIFICATION OF SERVICE

I, **FREDERIC I. WEINBERG, ESQUIRE**, hereby certify that I, on the date below, served a copy of the Substitution of Attorney and Entry of Appearance Pursuant to Pa.R.C.P. 1028(c)(1), via First Class Mail, postage pre-paid, to all other parties or their counsel of record.



FREDERIC I. WEINBERG, ESQUIRE

Dated: 2/26/13