

08-1152-CD

Capital One vs Tanya A Ferguson

FILED *(E)*

JUN 23 2008

W/12:75/W

William A. Shaw

Prothonotary/Clerk of Courts

LENT TO SHEL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK (USA), NA

Plaintiff

No: 2008-1152-C0

vs.

COMPLAINT IN CIVIL ACTION

TANYA A FERGUSON

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Matthew D. Urban  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 1400  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
06595370 C N Pit SMI

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

CAPITAL ONE BANK (USA), NA

Plaintiff  
vs. Civil Action No

TANYA A FERGUSON

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 (USA), NA 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:

TANYA A FERGUSON  
37 SHORT ST  
CURWENSVILLE, PA 16833

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXXX5561 .

4. Defendant made use of said credit card and has a current balance due of \$1257.48 , as of May 13, 2008 .

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 28.100% per annum on the unpaid balance from May 13, 2008 . 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, TANYA A FERGUSON, INDIVIDUALLY, in the amount of \$1257.48 with continuing interest thereon at the rate of 28.100% per annum from May 13, 2008 plus costs.



Matthew D. Urban  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 1400  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
06595370 C N Pit SMI

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?

TANYA A FERGUSON

**YOU'RE BEHIND BY**  
**6**  
**PAYMENTS**

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

500013

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.

500013-08503

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$862.81	\$0.00	\$20.21	\$29.00	\$912.02	\$412.02	Jan. 09, 2007

Nov. 10, 2006 — Dec. 09, 2006

Page 1 of 1

↑  
PLEASE PAY AT LEAST THIS AMOUNT

**MasterCard Platinum Account**  
5178-0525-9317-5561

**Your Account Information**

TOTAL CREDIT LINE	\$500.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$500.00
AVAILABLE CREDIT FOR CASH	\$0.00

**Finance Charges (Please see reverse for important information)**

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$873.49	0.07712% D	28.15%	\$20.21
Cash	\$0.00	0.07712% D	28.15%	\$0.00
ANNUAL PERCENTAGE RATE applied this period: 28.15%				

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

 Send payments to:  
Capital One Bank · P.O. Box 70884 · Charlotte, NC 28272-0884

 Send inquiries to:  
Capital One · P.O. Box 30285 · Salt Lake City, UT 84130-0285

Your account is six payments behind. If we charge off your account due to late payments, we will report the charged-off status to several national credit bureaus, and the Purchase APR as reflected on this statement will be applied to all your outstanding balances. 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 account and start rebuilding your credit with Capital One.

**\*\*Important Notice\*\*** Under the terms we previously disclosed to you, your account is now eligible for an increase in Annual Percentage Rates (APRs) effective immediately. However, Capital One has elected not to raise your APRs at this time. Please be advised that if you fail to keep your account in good standing, Capital One reserves the right to raise your APRs in the future.

**Payments, Credits & Adjustments****Transactions**

1 09 DEC PAST DUE FEE \$29.00

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

**EXHIBIT**

6056 506 1 7 9 061209 PAGE 1 OF 1  
PLEASE RETURN PORTION BELOW WITH PAYMENT 01BC6056

**CapitalOne** | what's in your wallet?

0 5178052593175561 09 0912020015000412028

**Account Number: 5178-0525-9317-5561**

Please print address or phone number changes below using blue or black ink.

Address \_\_\_\_\_

Home Phone \_\_\_\_\_

Alternate Phone \_\_\_\_\_

E-mail address \_\_\_\_\_ @ \_\_\_\_\_

#9034430836741322# MAIL IN NUMBER

TANYA A FERGUSON

37 SHORT ST

CURVENSVILLE, PA 16833-1631

Capital One Bank  
P.O. Box 70884  
Charlotte, NC 28272-0884  
1-800-903-3637

Please write your account number on your check or money order made payable to Capital One Bank and mail with this coupon 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 charges for 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.

† 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).** 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 to each segment of your account and the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to get the total 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 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 or due to minimum finance charge assessment, there may be a variance between this 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 P (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), 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 of January, April, July and October.  
c. If the code D (Monthly Prime), F (Monthly LIBOR), or G (Treasury LIBOR) appear 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.** Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of your 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 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 codes, cancel all preauthorized billing and cease using your account. After your request to close, if you continue to transact or do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to keep your account open. 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.

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 this amount you question.

† 1. Special Rule for Credit Card Purchases

† 2. Protection for Purchases of Property or Services  
If you purchase a product or service that you believe is 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

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. © 2006 Capital One

TC-08

O1BC6056 - 6 - 12/21/06

**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 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 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 account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

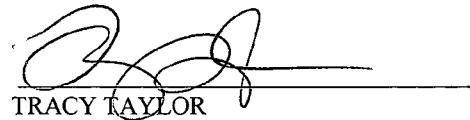
VERIFICATION

CAPITAL ONE BANK (USA), N.A., successor-in-interest to Capital One Bank

vs

FERGUSON, TANYA A

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is, TRACY TAYLOR, Authorized Agent, of CAPITAL ONE BANK (USA), N.A., successor-in-interest to 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.



TRACY TAYLOR



Notary Public

Uvonda S. Brooks  
Notary Public  
Douglas County, Georgia  
My Commission Expires  
February 29, 2012

5178052593175561

A049

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

0  
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1152-CD

CAPITAL ONE BANK (USA) NA  
VS  
TANYA A. FERGUSON

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 07/23/2008 HEARING: PAGE: 104328

DEFENDANT: TANYA A. FERGUSON  
ADDRESS: 37 SHORT ST.  
CURWENSVILLE, PA 16833

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

**SHERIFF'S RETURN**

NOW, July 3, 2008 AT 9:58 AM PM SERVED THE WITHIN  
COMPLAINT ON TANYA A. FERGUSON, DEFENDANT

BY HANDING TO TANYA A. Ferguson Defendant

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

ADDRESS SERVED 37 Short Street, Curwenville, Pa 16833

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT FOR TANYA A. FERGUSON

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF **NOT FOUND** AS TO TANYA A. FERGUSON

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Dominic A. Morgillo  
Deputy Signature

Dominic L. Morgillo  
Print Deputy Name

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

CAPITAL ONE BANK (USA),NA

Plaintiff No. : 2008-1152-CD

vs. PRAECEIPE FOR DEFAULT JUDGMENT

TANYA A FERGUSON

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 Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#6595370  
Judgment Amount \$ 1,355.98

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

FILED Atty pd. 7.00  
M10/27/08 1cc & Notice  
OCT 13 2008 to Def.

William A. Shaw  
Prothonotary/Clerk of Courts  
Statement to Atty  
(60)

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

CAPITAL ONE BANK (USA),NA

Plaintiff

vs.

Civil Action No. : 2008-1152-CD

TANYA A FERGUSON

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

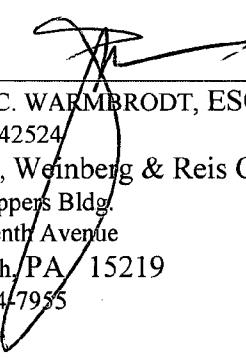
TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, TANYA A FERGUSON above named, in the default of an Answer, in the amount of \$1,355.98 computed as follows:

Amount claimed in Complaint	\$ 1,257.48
Interest from 05/13/08 to 9/30/08 at the legal interest rate of 28.10% per annum	\$98.50
<b>TOTAL</b>	<b>\$1,355.98</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 Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#6595370

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: 37 SHORT ST CURWENSVILLE,PA 16833

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

COPY

CAPITAL ONE BANK (USA),NA

Plaintiff

vs.

Civil Action No. : 2008-1152-CD

TANYA A FERGUSON

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 10/13/08

Assumpsit Judgment in the amount  
of \$1,355.98 plus costs.

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

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

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

Prothonotary

By: Weltman  
PROTHONOTARY (OR DEPUTY)

TANYA A FERGUSON  
37 SHORT ST  
CURWENSVILLE,PA 16833

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 COMMON PLEAS COURT OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAPITAL ONE BANK (USA),NA

Case no: : 2008-1152-CD

Plaintiff  
vs.

**NON-MILITARY AFFIDAVIT**

TANYA A FERGUSON

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.

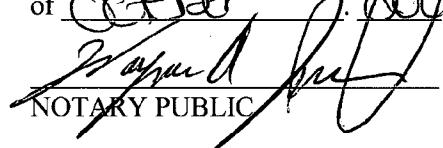
Affiant further states that based upon investigation it is the affiant's belief that the Defendant, TANYA A FERGUSON is not in the military service.

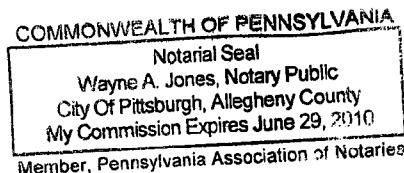
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, TANYA A FERGUSON is not in the military service.

Further Affiant sayeth naught.

  
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 8 day  
of October, 2008

  
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.

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

CAPITAL ONE BANK (USA), NA

Plaintiff

Case # 2008-1152-CD

TANYA A FERGUSON

Defendant(s)

IMPORTANT NOTICE

TO: TANYA A FERGUSON  
37 SHORT ST  
CURWENSVILLE, PA 16833

Date of Notice: 08/27/08  
WWR#: 06595370

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

Department of Defense Manpower Data Center

SEP-30-2008 08:34:13



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
FERGUSON	TANYA A		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

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

Capital One Bank  
Plaintiff(s)

No.: 2008-01152-CD

Real Debt: \$1,355.98

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Tanya A. Ferguson  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 13, 2008

Expires: October 13, 2013

Certified from the record this 13th day of October, 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

DOCKET # 104328  
NO: 08-1152-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK (USA) NA  
vs.  
DEFENDANT: TANYA A. FERGUSON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3447688	10.00
SHERIFF HAWKINS	WELTMAN	3447688	25.02

S  
FILED  
08:30 AM  
OCT 10 2008  
CS

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

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



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DKT PG. 104328

service 1 OF 1

CAPITAL ONE BANK (USA) NA

NO . 08-1152-CD

-VS-

TANYA A. FERGUSON

COMPLAINT

SHERIFF'S RETURN

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NOW DECEMBER 19, 2008 CHANGE SHERIFF HAWKINS COSTS FROM \$25.02 to \$24.02.

So Answers,

SWORN TO BEFORE ME THIS

\_\_\_\_ DAY OF \_\_\_\_\_ 2008

CHESTER A. HAWKINS  
SHERIFF

5  
FILED  
01/3/12  
DEC 22 2008  
William A. Shaw  
Prothonotary/Clerk of Courts