

08-1686-CD  
Capital One vs Samuel P. Shaginaw

**FILED**

M 2:34 P.M. 08

SEP 08 2008

No CC

William A. Shaw

Prothonotary/Clerk of Courts

Compl. to SHFF

Atty paid 95.00

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff

No: 2008 - 1686 - CD

vs.

COMPLAINT IN CIVIL ACTION

SAMUEL P SHAGINAW

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 1400  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
06808405 C N Pit CFR

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff

vs.

Civil Action No.

SAMUEL P SHAGINAW

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), N.A., 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:

SAMUEL P SHAGINAW  
15 TOWER LN  
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXX7670 .

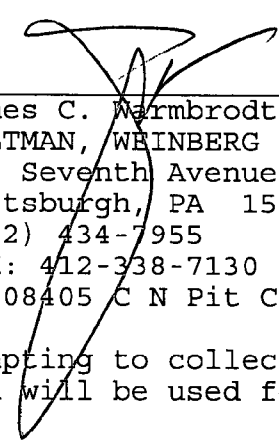
4. Defendant made use of said credit card and has a current balance due of \$1182.63 , as of July 09, 2008 .

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 20.500% per annum on the unpaid balance from July 09, 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 , SAMUEL P SHAGINAW , INDIVIDUALLY , in the amount of \$1182.63 with continuing interest thereon at the rate of 20.500% per annum from July 09, 2008 plus costs.



James C. Warmbrodt, 42524  
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436 Seventh Avenue, Suite 1400  
Pittsburgh, PA 15219  
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FAX: 412-338-7130  
06808405 C N Pit CFR

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?

SAMUEL P SHAGINAW

**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
\$842.41	\$0.00	\$15.32	\$29.00	\$886.73	\$386.73	Mar. 11, 2007

Jan. 12, 2007 — Feb. 12, 2007

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account  
4862-3626-6693-7670

### 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	\$631.77	0.05630% P	20.55%	\$11.38
Cash	\$218.93	0.05630% P	20.55%	\$3.94

ANNUAL PERCENTAGE RATE applied this period: 20.55%



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.

### Payments, Credits & Adjustments

#### Transactions

1	12 FEB	PAST DUE FEE	\$29.00
---	--------	--------------	---------

Your account is 90 days past due and your Payment Protection coverage has been suspended. As stated in your Payment Protection agreement, your coverage and monthly charge will be reinstated once your account is no longer 90 days past due. You may still be eligible for benefits to be paid to your account for loss events described in your Payment Protection agreement. Call Stonebridge Benefit Services at 1-888-527-6904 to see if your situation qualifies for benefits.

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.

\*\*\* Please Note \*\*\* Some of the terms of your account are changing. Please read the enclosed notification.

**EXHIBIT**

6056 506

1 7 11 070212

PAGE 1 of 2

01BC6056

PLEASE RETURN PORTION BELOW WITH PAYMENT

CapitalOne

what's in your wallet?\*

0 4862362666937670 11 0886730000000386737

New Balance Minimum Payment Due Date

\$886.73

\$386.73

Mar. 11, 2007

PLEASE PAY AT LEAST  
THIS AMOUNT

Amount Enclosed

Capital One Bank  
P.O. Box 70884  
Charlotte, NC 28272-0884



Account Number: 4862-3626-6693-7670

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

Address

Home Phone

Alternate Phone

E-mail address

@

•9004412911178279• MAIL ID NUMBER

SAMUEL P SHAGINAW

15 TOWER LN

DU BOIS, PA 15801-1155



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.**

**1 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.

**1 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.

**1 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 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 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) 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.** 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 checks, cancel all preauthorized billing and cease using your account. After your request to close, if you continue to transact or do not 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 advances 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 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**

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com).

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TC-08

01BC6056 - 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.

VERIFICATION

CAPITAL ONE BANK (USA), N.A.

vs

SHAGINAW, SAMUEL P

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, ARYONNE MABSON, Authorized Agent, of CAPITAL ONE BANK (USA), N.A., 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.

  
\_\_\_\_\_  
ARYONNE MABSON  
\_\_\_\_\_  
Notary Public

SHARON REUBENS  
NOTARY SEAL  
DEKALB COUNTY GEORGIA  
MY COMMISSION EXP OCTOBER 16 2011

4862362666937670

A049

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



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1686-CD

CAPITAL ONE BANK (USA) N.A.

vs

SAMUEL P. SHAGINAW

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 10/08/2008

HEARING:

PAGE: 104637

DEFENDANT: SAMUEL P. SHAGINAW

ADDRESS: 15 TOWER LN.  
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 9-18-08 AT 2:22 AM (PM) SERVED THE WITHIN

COMPLAINT ON SAMUEL P. SHAGINAW, DEFENDANT

BY HANDING TO NICK SHAGINAW, Father

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

ADDRESS SERVED 15 Tower Lane Dubois, PA 15801

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

COMPLAINT FOR SAMUEL P. SHAGINAW

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

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

I MAKE RETURN OF NOT FOUND AS TO SAMUEL P. SHAGINAW

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

SWORN TO BEFORE ME THIS

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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Nerling  
Deputy Signature

Jerome M. Nerling  
Print Deputy Name

FILED  
08:40 PM  
SEP 19 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104637  
NO: 08-1686-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK (USA) N.A.  
vs.  
DEFENDANT: SAMUEL P. SHAGINAW

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3533993	10.00
SHERIFF HAWKINS	WELTMAN	3533993	40.23

5  
FILED  
01/31/09  
JAN 09 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

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

CAPITAL ONE BANK (USA), NA

Plaintiff

No. 2008-1686-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

SAMUEL P SHAGINAW

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Matthew D. Urban, ESQUIRE  
PA I.D.#90963  
Weltman, Weinberg & Reis Co., L.P.A.  
1400 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#6808405  
Judgment Amount \$ 1,367.95

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

**FILED** Any pd.  
MAY 21 2009 13:24 20.00  
William A. Shaw  
Prothonotary/Clerk of Courts 1CC Notice to Def.  
(60)

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

CAPITAL ONE BANK (USA), NA  
Plaintiff

vs.

Civil Action No. 2008-1686-CD

SAMUEL P SHAGINAW  
Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

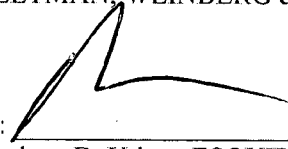
TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, SAMUEL P SHAGINAW above named, in the default of an Answer, in the amount of \$1,367.95 computed as follows:

Amount claimed in Complaint	\$1,182.63
Interest from July 9, 2008 to April 14, 2009 at the legal interest rate of 20.500% per annum	\$185.32
<b>TOTAL</b>	<b>\$1,367.95</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:   
Matthew D. Urban, ESQUIRE  
PA I.D.#90963  
Weltman, Weinberg & Reis Co., L.P.A.  
1400 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#6808405

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
And that the last known address of the Defendant is: 15 TOWER LN  
DU BOIS, PA 15801

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

CAPITAL ONE BANK (USA), NA

Plaintiff

Case No. 2008-1686-CD

vs.

SAMUEL P SHAGINAW

Defendant

IMPORTANT NOTICE

TO:  
SAMUEL P SHAGINAW  
15 TOWER LN  
DU BOIS, PA 15801

Date of Notice: 3/19/09

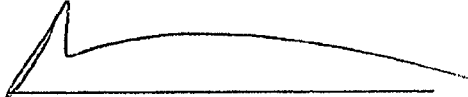
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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

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

COURT ADMINISTRATOR  
CLEARFILED COUNTY COURTHOUSE  
SECOND & MARKET STREETS  
CLEARFIELD, PA. 16830  
(814) 765-2641, EXT 50-51

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

By:   
Matthew Urban  
P.A.I.D.# 90963  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, 1400 Koppers Building  
Pittsburgh, PA 15219  
Phone: (412) 434-7955  
6808405 N PIT BNT

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

COPY

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 2008-1686-CD

SAMUEL P SHAGINAW

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 May 21, 2009

(xx)    Assumpsit Judgment in the amount  
         of \$1,367.95 plus costs.


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

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

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

Prothonotary

SAMUEL P SHAGINAW  
15 TOWER LN  
DU BOIS, PA 15801

  
By: \_\_\_\_\_  
PROTHONOTARY (OR DEPUTY)

Plaintiff's address is:  
c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
1-888-434-0085

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

CAPITAL ONE BANK (USA), NA

Case no: 2008-1686-CD

Plaintiff  
vs.

**NON-MILITARY AFFIDAVIT**

SAMUEL P SHAGINAW

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, SAMUEL P SHAGINAW 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, SAMUEL P SHAGINAW is not in the military service.

Further Affiant sayeth naught.

  
\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 17<sup>th</sup> day  
of April, 2009.

\_\_\_\_\_  
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

APR-14-2009 06:55:30



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
SHAGINAW	SAMUEL P	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



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

*Report ID: DNLCRNKSPJ*