

08-2011-CD
Capital One Bank vs Deann Shirey

FILED *ATTY PAID 95.00*
m 1:29 P.M. EX *NO CC*
OCT 20 2008 *1 COMPL. SHFFF*
S *W.A. Shaw*
William A. Shaw *W.A.S.*
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff No. 2008-2011-CO

vs. COMPLAINT IN CIVIL ACTION

DEANN SHIREY

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#5986001

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No.

DEANN SHIREY

Defendant

COMPLAINT IN CIVIL ACTION 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

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

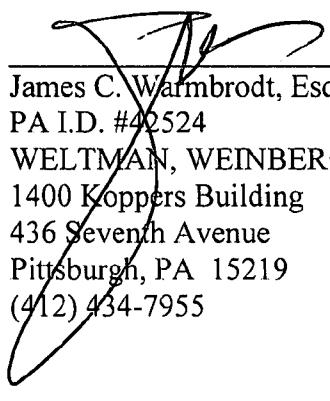
COMPLAINT

1. Plaintiff is a corporation with offices in 15000 CAPITAL ONE DRIVE, RICHMOND, VA 23238.
2. Defendant is residing at 271 DEEP MINE ROAD, HOUTZDALE, PA 16651.
3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 5291152033634722.
4. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of APRIL 10, 2008, in the amount of \$1,338.61. A true and correct copy of Plaintiff's Statement of Account is attached hereto, marked as Exhibit "1" and made a part hereof.
5. Defendant is in default of the terms of the cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable.
6. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at the rate of 28.24% per annum on the unpaid balance.
7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, DEANN SHIREY individually, in the amount of \$1,338.61 with continuing finance charges thereon at the rate of 28.24% per annum from APRIL 10, 2008 plus costs.

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

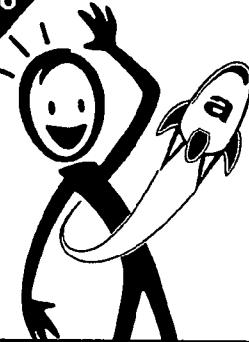
WELTMAN, WEINBERG & REIS, CO., L.P.A.


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

WWR#:5986001

Special
Capital One
Cardholders
Offer!

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



\$497*

a month for
first 3 months;
\$9.95/mo. thereafter

SIGN UP TODAY!
1-888-587-9669

Mention Offer Code: PEARL
Or visit www.peoplepc.com/go/pearl

UNLIMITED INTERNET ACCESS

CapitalOne

Account Summary

Previous Balance	\$805.17
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$19.54
 New Balance	 \$853.71
Minimum Amount Due	\$853.71
Payment Due Date	March 17, 2006
Total Credit Line	\$500
Total Available Credit	\$0.00
Credit Line for Cash	\$500
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

For free online account service and special customer offers, log on to:
www.capitalone.com

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

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

PLATINUM MASTERCARD ACCOUNT

5291-1520-3363-4722

JAN 18 - FEB 17, 2006

Page 1 of 1

Payments, Credits and Adjustments

Transactions

1 17 FEB PAST DUE FEE

\$29.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please go to www.capitalone.com and access your account to request your Year-End Summary online or call 1-877-794-4487 before March 31, 2006, to reserve your copy. Orders will be mailed out by the end of April 2006.

You were assessed a past due fee of \$29.00 on 02/17/2006 because your minimum payment was not received by the due date of 02/17/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

EXHIBIT

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$768.42	.07737% P	28.24%	\$18.43
CASH	\$46.16	.07737% P	28.24%	\$1.11

ANNUAL PERCENTAGE RATE applied this period

28.24%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 0 5291152033634722 17 0853710015000853717

New Balance	\$853.71
Minimum Amount Due	\$853.71
Payment Due Date	March 17, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5291-1520-3363-4722

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

008264

#9004914165223164# MAIL ID NUMBER
DEANN SHIREY
439 PINE GLEN RD
MOSHANNON PA 16859-9311



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!

1-888-587-9669

Mention Offer Code: PEARL
Or visit www.peoplepc.com/go/pearl

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*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 anytime. 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 full, by the due date on the Internet notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on new 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, 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, the new 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 interest rates is less than \$0.50, we will subtract that amount from the \$0.50 minimum and add the difference to be paid 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. **Calculation.** Calculated by multiplying the daily balance of each segment of your account (new purchase, 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 new average daily balance. 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 purchases or credits made on that day that are allocated to that segment. This gives us the beginning balance (or 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 then dividing by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight 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 for 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), 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.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repaid 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 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 payment agreement ending in the months January, April, July and October.

- d. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repaid 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 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.

- e. **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 assess any fees without prior notice to you without waiving our right to assess the same or similar fees at a later time.

- f. **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 do not do either, 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.

- g. **If You Close Your Account.** You can request to close your account by calling our Customer Relations

Department. You must cancel your credit card and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider

- 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 transaction fees, late fees, overlimit fees, finance charges, past due fees, overline fees, returned payment fees, cash advance fees and any other fees or charges on 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 and 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.

- h. **Using a Credit 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 your check as payment. 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 right to file a complaint for 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 still owe us the part 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 tried in good faith to correct the problem with the merchant, you may have the right to pay the remaining amount due on the property or services if 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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17602 Z 0100
8284 2

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 mail or other means 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, paperclips, staples, etc., when you mail 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(s). 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.

CAPITAL ONE BANK (USA), N.A.,
Plaintiff,

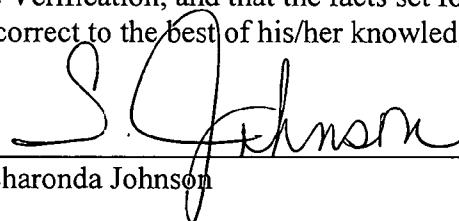
v.

DEANN SHIREY
Defendant(s).

VERIFICATION

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 an authorized agent of Capital One Services, Inc., an affiliate of and service provider to **CAPITAL ONE BANK (USA), N.A.**, Plaintiff herein, and that he/she is duly authorized to make this Verification, 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.

Dated: 08-25-2008



Sharonda Johnson

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2011-CD

CAPITAL ONE BANK
vs
DEANN SHIREY

SERVICE # 1 OF 1

COMLAINT

SERVE BY: 11/18/2008 HEARING: PAGE: 104805

DEFENDANT: DEANN SHIREY
ADDRESS: 271 DEEP MINE ROAD
HOOTZDALE, PA 16651

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PICT

5
FILED
03:49 AM
DEC 10 2008

William A. Shaw
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 11-5-08-11:20 AM-N/H 11-12-08-1:44 PM-N/H-Lost note

SHERIFF'S RETURN

NOW, 11/13/08 AT 12:16 AM PM SERVED THE WITHIN

COMLAINT ON DEANN SHIREY, DEFENDANT

BY HANDING TO DEANN Shirey Defendant

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

ADDRESS SERVED Sheriffs Office IN ~~Market~~ ^{North 2nd St} Clearfield PA 16830

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMLAINT FOR DEANN SHIREY

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO DEANN SHIREY

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Newlin

Deputy Signature

Jerome M. Newlin
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104805
NO: 08-2011-CD
SERVICES 1
COMLAINT

PLAINTIFF: CAPITAL ONE BANK
VS.
DEFENDANT: DEANN SHIREY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8792506	10.00
SHERIFF HAWKINS	WELTMAN	8792506	62.12

FILED
93.30cm
FEB 04 2008
WAS
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
CIVIL DIVISION

CAPITAL ONE BANK (USA) , NA

Plaintiff No. 2008-2011-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

DEANN SHIREY

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

WILLIAM T. MOLCZAN, ESQUIRE
PA I.D.#47437
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#5986001
Judgment Amount \$ 1538.05

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. 2000*
M 11:44 AM
FEB 23 2009 *ICCA Notice*
to Def.
WD
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 2008-2011-CD

DEANN SHIREY

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, DEANN SHIREY above named, in the default of an Answer, in the amount of \$1538.05 computed as follows:

Amount claimed in Complaint	\$1338.61
Interest from APRIL 10, 2008 TO FEBRUARY 16, 2009 at the legal interest rate of 28.24% per annum	\$199.44
TOTAL	\$1538.05

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: 
WILLIAM T. MOLCZAN, ESQUIRE
PA I.D.#47437
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#5986001

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And that the last known address of the Defendant is: 271 DEEP MINE ROAD, HOUTZDALE, PA 16651

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

CAPITAL ONE BANK (USA) , NA

Plaintiff

vs.

Civil Action No. 2008-2011-CD

DEANN SHIREY

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 2123109

Assumpsit Judgment in the amount
of \$1538.05 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: William B. Weltman
PROTHONOTARY (OR DEPUTY)

DEANN SHIREY
271 DEEP MINE ROAD
HOUTZDALE, PA 16651

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7th 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: 2008-2011-CD

Plaintiff
vs.
NON-MILITARY AFFIDAVIT

DEANN SHIREY

Defendant

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

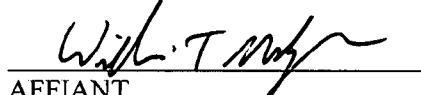
That he/she is the duly authorized agent of the Plaintiff in the within matter.

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.

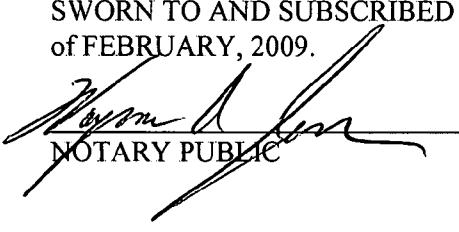
Affiant further states that based upon investigation it is the affiant's belief that the Defendant, DEANN SHIREY is not in the military service.

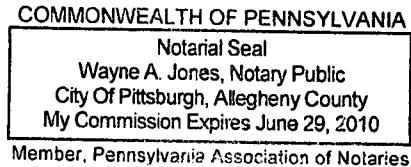
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, DEANN SHIREY is not in the military service.

Further Affiant sayeth naught.


AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 16 day
of FEBRUARY, 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.



Military Status Report
 Pursuant to the Servicemembers Civil Relief Act

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

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

Mary M. Snavely-Dixon

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

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

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

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

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

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

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: HXGKPZBMUL

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

CAPITAL ONE BANK (USA), NA

Plaintiff

Case No. 2008-2011-CD

vs.

DEANN SHIREY

Defendant

IMPORTANT NOTICE

TO:

DEANN SHIREY
271 DEEP MINE ROAD
HOUTZDALE, PA 16651

Date of Notice: 2/3/09

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
CLEARFIELD 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

5986001 N PIT KM3

CA

WELTMAN, WEINBERG & REIS, CO., L.P.A.
BY: James P. Valecko, 79596
I.D. No. 79596
436 7th Ave Ste 2500
Pittsburgh PA 15219-1842
(412) 434-7955
FAX: 412-434-7959
File # 05986001 C N Pit AAT

Attorney for Plaintiff(s)

CAPITAL ONE BANK (USA), NA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

vs.

DEANN SHIREY

CASE NO. 2008-2011-CD

FILED
MAY 22 2017
7:00pm for Atty. Valecko
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

PRAECIPE TO SATISFY

TO THE PROTHONOTARY:

Kindly mark the case and judgment entered against Defendant DEANN SHIREY as satisfied.

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

By James P. Valecko
James P. Valecko
Attorney for Plaintiff