

08-2100-CD

Capital One vs Kristy Taylor

3  
**FILED** *ATTY PAID 95.00*  
*m 2:45 PM. GK*  
NOV 03 2008 *NO CC*  
William A. Shaw *(S)* *1 COMPL. SHFF*  
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff

No: 2008-2100-CD

vs.

COMPLAINT IN CIVIL ACTION

KRISTY TAYLOR

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  
06843785 C N Pit KLA

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

CAPITAL ONE BANK (USA), N.A

Plaintiff

vs.

Civil Action No

KRISTY TAYLOR

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:

KRISTY TAYLOR  
341 CHURCH ST  
MORRISDALE, PA 16858

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXX2233 .


4. Defendant made use of said credit card and has a current balance due of \$2437.45 , as of July 22, 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 7.900% per annum on the unpaid balance from July 22, 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 , KRISTY TAYLOR , INDIVIDUALLY , in the amount of \$2437.45 with continuing interest thereon at the rate of 7.900% per annum from July 22, 2008 plus costs.



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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  
06843785 C/N Pit KLA

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.

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

500013

KRISTY TAYLOR

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

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.

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500013-08503

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$2,176.28	\$0.00	\$36.64	\$39.00	\$2,251.92	\$551.92	Dec. 07, 2007

Oct. 12, 2007 — Nov. 12, 2007

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

**Visa Platinum Account**  
4862-3623-1946-2233

**Your Account Information**

TOTAL CREDIT LINE	\$1,700.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$1,700.00
AVAILABLE CREDIT FOR CASH	\$0.00

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.

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

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$2,032.62	0.05452%	19.90%	\$35.46
Cash	\$0.00	0.05452%	19.90%	\$0.00
SpecialTrans	\$171.03	0.02164%	7.90%	\$1.18

**ANNUAL PERCENTAGE RATE** applied this period: 19.95%

**Payments, Credits & Adjustments**

**Transactions**

1	05 NOV	PAST DUE FEE	\$39.00
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**At Your Service 1-800-955-7070**  
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 30235 • Salt Lake City, UT 84130-0285

**Have a question about a charge on your statement?**  
Please refer to the Billing Rights Summary on the back of your statement or visit [www.capitalone.com/disputes](http://www.capitalone.com/disputes).

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**  
**1**

6056 506

1 07 11 071112

PAGE 1 of 1

OLDM6056

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO [WWW.CAPITALONE.COM](http://WWW.CAPITALONE.COM) TO MAKE YOUR PAYMENT ONLINE

0 4862362319462233 11 2251920051000551921

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

New Balance	Minimum Payment	Due Date
\$2,251.92	\$551.92	Dec. 07, 2007

PLEASE PAY AT LEAST  
THIS AMOUNT

**Amount Enclosed**

**Account Number: 4862-3623-1946-2233**

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

Address

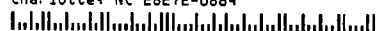
Home Phone

Alternate Phone

E-mail address

@

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



#9031731101079550# MAIL ID NUMBER

KRISTY TAYLOR  
515 SHANNON ST # 1  
CLEARFIELD, PA 16830-1668



**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 payment due 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 payment due 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 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 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 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

01DM6056 - 1 - 04/10/07

**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.

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

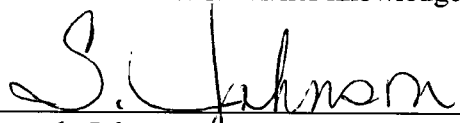
v.

**KRISTY TAYLOR**  
*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: 08-29-2008

  
\_\_\_\_\_  
Sharonda Johnson



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2100-CD

CAPITAL ONE BANK (USA), N.A

vs

KRISTY TAYLOR

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 12/03/2008

HEARING:

PAGE: 104863

DEFENDANT: KRISTY TAYLOR  
ADDRESS: 341 CHURCH ST.  
MORRISDALE, PA 16858

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

5 FILED  
0131 30 am  
DEC 12 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 12/2/08 AT 957 AM / PM SERVED THE WITHIN

COMPLAINT ON KRISTY TAYLOR, DEFENDANT

BY HANDING TO Kristy Taylor, self

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

ADDRESS SERVED 341 Church St Morrisdale Pa

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

COMPLAINT FOR KRISTY TAYLOR

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

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

I MAKE RETURN OF NOT FOUND AS TO KRISTY TAYLOR

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

SWORN TO BEFORE ME THIS

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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy Signature  
S. Hunter

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104863  
NO: 08-2100-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK (USA), N.A  
vs.  
DEFENDANT: KRISTY TAYLOR

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3568283	10.00
SHERIFF HAWKINS	WELTMAN	3568283	33.63

0/3:45  
FEB 17 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2009

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. 2008-2100-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

KRISTY TAYLOR

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#6843785  
Judgment Amount \$ 2544.65

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

**FILED** *App'd. 20.00*  
*MJ:06/01*  
**MAR 02 2009** *ICC Notice*  
*to Def.*  
William A. Shaw  
Prothonotary/Clerk of Courts *ES*

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 2008-2100-CD

KRISTY TAYLOR

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**


TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, KRISTY TAYLOR above named, in the default of an Answer, in the amount of \$2544.65 computed as follows:

Amount claimed in Complaint	\$2437.45
Interest from JULY 22, 2008 TO FEBRUARY 20, 2009 at the legal interest rate of 7.90% per annum	\$107.20
TOTAL	\$2544.65

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#6843785

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: 341 CHURCH ST, MORRISDALE, PA 16858

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 2008-2100-CD

KRISTY TAYLOR

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 3/21/09

(xx)    Assumpsit Judgment in the amount  
         of \$2544.65 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

By:   
PROTHONOTARY (OR DEPUTY)

KRISTY TAYLOR  
341 CHURCH ST  
MORRISDALE, PA 16858

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: 2008-2100-CD

Plaintiff

**NON-MILITARY AFFIDAVIT**

vs.

KRISTY TAYLOR

Defendant

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

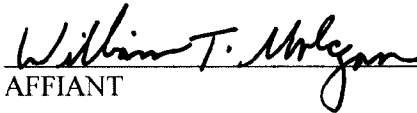
That he/she is the duly authorized agent of the Plaintiff in the within matter.

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.

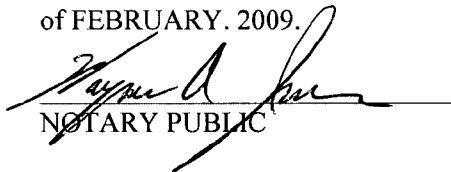
Affiant further states that based upon investigation it is the affiant's belief that the Defendant, KRISTY TAYLOR is not in the military service.

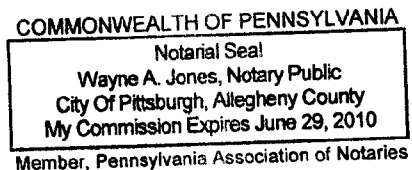
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, KRISTY TAYLOR is not in the military service.

Further Affiant sayeth naught.

  
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 20 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
TAYLOR	KRISTY	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 "defenseink.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: **LRDFKIQKEW**

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

CAPITAL ONE BANK (USA), NA

Plaintiff

Case No. 2008-2100-CD

vs.

KRISTY TAYLOR

Defendant

**IMPORTANT NOTICE**

TO:  
KRISTY TAYLOR  
341 CHURCH ST  
MORRISDALE, PA 16858-8327

Date of Notice: 2/4/09

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  
6843785 N PIT KM3



FILED <sup>20</sup>

SEP 12 2011

William A. Shaw  
Prothonotary/Clerk of Courts

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

6. Fair w/ 6

Writs issuing  
To Curator Co.  
SHFR  
To Atty

CAPITAL ONE (USA), NA

Plaintiff

No. 2008-2100-CD

vs.

**PRAECIPE FOR WRIT OF EXECUTION  
AND ENTER IT IN THE JUDGMENT INDEX  
(BANK ATTACHMENT ONLY)**

KRISTY TAYLOR

Defendant

SOVEREIGN BANK,

Garnishee,

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

WWR#6843785

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

CAPITAL ONE (USA), NA  
Plaintiff

vs.

Civil Action No. 2008-2100-CD

KRISTY TAYLOR  
Defendant

SOVEREIGN BANK,  
Garnishee

**PRAECIPE TO INDEX WRIT OF EXECUTION  
AND ENTER IT IN THE JUDGMENT INDEX**

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter...

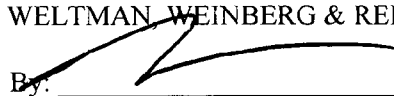
1. directed to the Sheriff of CLINTON County:
2. against KRISTY TAYLOR, Defendant
3. against SOVEREIGN BANK, Garnishee
4. and enter this writ in the judgment index  
(a) against KRISTY TAYLOR, defendant, and  
(b) against SOVEREIGN, as garnishee ,

as a lis pendens against real property of the defendant in the name of garnishee as follows:

Any and/or all personal property belonging to the defendant(s) in possession of the garnishee(s).

5.	Judgment Amount	\$	2,544.65
	Less payments of	56.37	
	Interest	\$	380.65
	Costs	\$	
	<b>SUBTOTAL:</b>	\$	<b>2,868.93</b>
	Costs (to be added by Prothonotary):	\$	<u>135.00</u>

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 Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

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

CAPITAL ONE (USA), NA  
Plaintiff

vs.

Civil Action No. 2008-2100-CD

KRISTY TAYLOR  
Defendant

SOVEREIGN BANK  
Garnishee

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLINTON COUNTY:

To satisfy the judgment, interest and costs against: KRISTY TAYLOR Defendant(s);

- (1) You are also directed to attach the property of the defendant not levied upon in the possession of SOVEREIGN BANK, as garnishee, 25 E MAIN ST LOCK HAVEN, PA 17745 and to notify the garnishee that:
- An attachment has been issued;
  - Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
  - The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
    - In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (i) the first \$10,000.00 of each of the account of the defendant (s) with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
    - Each account of the defendant(s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
    - Any funds in an account of the defendant (s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
- (2) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated
- Amount due .....\$ 2,868.93

Costs to be added..... \$ 135.00

Prothonotary



Deputy

DATED: \_\_\_\_\_  
WWR#6843785

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

CAPITAL ONE (USA), NA  
Plaintiff

No. 2008-2100-CD

vs.

KRISTY TAYLOR

Defendant

SOVEREIGN BANK  
Garnishee

**WRIT OF EXECUTION**  
**NOTICE**

This paper is a "Writ of Execution". It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken and sold by the Sheriff to satisfy your debts. SUCH PROPERTY IS SAID TO BE EXEMPT. No matter what you may owe, there is a DEBTOR'S EXEMPTION established by law. This means that no matter what happens, the Sheriff must give you from the sale at least \$300.00 in cash or property. There are also other exemptions which may be applicable to you. Listed below is a summary of some of the major exemptions. You may have other exemptions or other rights. If you have an exemption, you should do the following promptly:

- (1) Complete the claim form on the opposite side and demand a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court when and where you are told to appear ready to explain your exemption. IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.

**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  
SECOND & MARKET STREETS  
CLEARFIELD, PA 16830  
(814) 765-2641, ext. 50-51

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

1. \$300.00 exemptions set by law.
2. All wearing apparel used by yourself and all family members.
3. Bibles, school books, sewing machines, uniforms & equipment.
4. Tools of your trade such as carpenter's tools.
5. Most wages & unemployment benefits.
6. Social Security benefits, certain retirement funds and accounts.
7. Certain veteran & armed forces benefits.
8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON,

(a) I desire that my statutory \$300.00 exemption be:

☐ (1) set aside in kind (specify property, to be set aside in kind:

\_\_\_\_\_

☐ (2) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption: (specify property and basis of exemption):

\_\_\_\_\_

\_\_\_\_\_

(2) FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:

(a) my \$300.00 statutory exemption: ☐ in cash ☐ in kind  
(specify property): \_\_\_\_\_

(b) Social Security benefits on deposit in the amount of \$ \_\_\_\_\_

(c) Other (specify amount & basis for exemption): \_\_\_\_\_

\_\_\_\_\_

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. § 4904 relating to unsworn falsification to authorities:

Date: \_\_\_\_\_ Defendant: \_\_\_\_\_

**THIS CLAIM TO BE FILED WITH:**

Office of the Sheriff of Clearfield County  
Courthouse  
1 N Second Street  
Clearfield, PA 16830  
Telephone Number: (814) 765-2641 ext.

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

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

CAPITAL ONE (USA), NA

Plaintiff

No. 2008-2100-CD

vs.

**INTERROGATORIES IN ATTACHMENT  
SOVEREIGN BANK**

KRISTY TAYLOR

Defendant

and

SOVEREIGN BANK

Garnishee

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 Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#6843785

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

CAPITAL ONE (USA), NA

Plaintiff

vs.

Civil Action No.: 2008-2100-CD

KRISTY TAYLOR

Defendant

and

SOVEREIGN BANK

Garnishee

TO: SOVEREIGN BANK  
25 E MAIN ST  
LOCK HAVEN, PA 17745

Suggested Reference No.: XXX-XX-4360

RE: KRISTY TAYLOR  
2626 DEER CREEK ROAD  
MORRISDALE PA 16858

**IMPORTANT NOTICES TO GARNISHEE!**

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

## INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason (including funds on deposit for checking or savings accounts and certificates of deposit)?

1a. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

2. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

5. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

6. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, Identify each account and state the reason for the exemption, the amount being withheld under each exemption and the amount of funds in each account, and the entity electronically depositing those funds on a recurring basis.



8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

9. If the answer to Interrogatory 1 is in the affirmative, state the date the sheriff served these interrogatories on this institution.

10. If the answer to Interrogatory 1 is in the affirmative, state the date the written instrument, checking or savings account, certificate of deposit, or other funds were frozen, restricted, or otherwise put on hold by this institution.

11. If the response to Interrogatory 7 is in the affirmative, are other funds comingled in the account which are not deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law?

12. If the response to Interrogatory 11 is in the affirmative, state the amount of non-exempt funds on deposit in the account.

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 Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#6843785

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is \_\_\_\_\_  
(Name)

\_\_\_\_\_ of \_\_\_\_\_, garnishee herein,  
(Title) (Company)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing

Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.

\_\_\_\_\_  
(SIGNATURE)

Received by Annette Frankenkuegel

9/20/2011 1:31 PM  
Deputy Steve Yandell  
Clinton County Sheriff's Dept

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

CAPITAL ONE (USA), NA

Plaintiff

vs.

KRISTY TAYLOR

Defendant

and

SOVEREIGN BANK

Garnishee

No. 2008-2100-CD

*Answers to*  
INTERROGATORIES IN ATTACHMENT  
SOVEREIGN BANK

**FILED** No CC-  
m/11:11am  
OCT 13 2011

William A. Shaw  
Prothonotary/Clerk of Courts

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 Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#6843785

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

CAPITAL ONE (USA), NA

Plaintiff

vs.

Civil Action No.: 2008-2100-CD

KRISTY TAYLOR

Defendant

and

SOVEREIGN BANK.

Garnishee

TO: SOVEREIGN BANK  
25 E MAIN ST  
LOCK HAVEN, PA 17745

Suggested Reference No.: XXX-XX-4360

RE: KRISTY TAYLOR  
**2626 DEER CREEK ROAD**  
**MORRISDALE PA 16858**

**IMPORTANT NOTICES TO GARNISHEE!**

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

## INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason (including funds on deposit for checking or savings accounts and certificates of deposit)?

NO

1a. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

N/A

2. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

YES, SEE ATTACHED

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

NO

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

NO

5. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

NO

6. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

NO

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, Identify each account and state the reason for the exemption, the amount being withheld under each exemption and the amount of funds in each account, and the entity electronically depositing those funds on a recurring basis.

NO

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

NO

9. If the answer to Interrogatory 1 is in the affirmative, state the date the sheriff served these interrogatories on this institution.

N/A

10. If the answer to Interrogatory 1 is in the affirmative, state the date the written instrument, checking or savings account, certificate of deposit, or other funds were frozen, restricted, or otherwise put on hold by this institution.

N/A

11. If the response to Interrogatory 7 is in the affirmative, are other funds comingled in the account which are not deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law?

N/A

12. If the response to Interrogatory 11 is in the affirmative, state the amount of non-exempt funds on deposit in the account.

N/A

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 Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#6843785

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is JOHN S. GOMES  
(Name)

LEAD SPECIALIST of SOVEREIGN BANK, garnishee herein,  
(Title) (Company)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing

Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.

  
(SIGNATURE)

### ANSWERS TO INTERROGATORIES

Account #                      0781175100                      Balance:                      \$503.64

After allowing for the \$300.00 exemption under 42 Pa.C.S. 8123 the balance in this account is \$203.64.

Account Holder:    KRISTY D TAYLOR  
                             2626 DEER CREEK RD  
                             MORRISDALE, PA 16858-7642

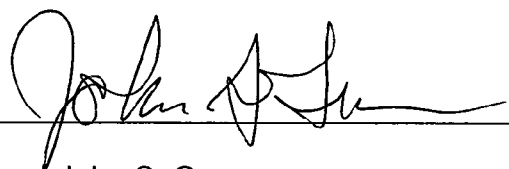
Account #                      1562004484                      Balance:                      \$0.00

Account Holder:    KRISTY D TAYLOR  
                             2626 DEER CREEK RD  
                             MORRISDALE, PA 16858-7642

### VERIFICATION

I, John S. Gomes, C.O.P. Lead Specialist of Sovereign Bank, hereby verify that the information contained in the foregoing Answers to Interrogatories in Attachment are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4094, relating to unsworn falsification to authorities.

Sovereign Bank

By:   
                             John S. Gomes  
                             C.O.P. Lead Specialist



IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY,  
PENNSYLVANIA

IN RE:

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

**vs.**

**KRISTY D TAYLOR**

***CERTIFICATE OF SERVICE***

I hereby certify that on or before the date of filing the following documents(s):

Answers to Interrogatories in Attachment, Writ of Execution, Notice of Writ of Execution, Claim for Exemption Order and Claim for Exemption

I have served a copy thereof on each of the following persons in the manner indicated below:

*Service by first class mail addressed as follows:*

Matthew D. Urban, Esquire  
Weltman, Weinberg & Reis Co., L.P.A.  
1400 Koppers Building 436 Seventh Avenue  
Pittsburgh, PA 15219

*Service by certified mail addressed as follows:*

KRISTY D TAYLOR  
2626 DEER CREEK RD  
MORRISDALE, PA 16858-7642



John S. Gomes  
C.O.P. Lead Specialist  
Sovereign Bank  
MA1 MB3-02-10  
2 Morrissey Boulevard  
Boston, MA 02125  
September 30, 2011

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

BY: James C Warmbrodt, Esquire

I.D. No.42524

436 Seventh Avenue, Suite 1400

Pittsburgh, PA 15219

Phone: 412.434.7955

Fax: 412.434.7959

File # 6843785

**Attorney for Plaintiff(s)**

CAPITAL ONE BANK (USA),NA

Clearfield County

Court of Common Pleas

vs.

KRISTY TAYLOR

NO. 2008-2100-CD

and

SOVEREIGN BANK

Garnishee(s)

FILED  
NOV 18 2011  
1:58pm  
William A. Shaw  
Notary/Clerk of Courts  
Att'y  
ICC Att'y  
Warmbrodt

**PRAECIPE TO SATISFY ATTACHMENT EXECUTION**

TO THE PROTHONOTARY:

Kindly marked the above matter satisfied as to Garnishee(s), SOVEREIGN BANK, only.

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

By

James C Warmbrodt, Esquire  
Attorney for Plaintiff

Sworn to and subscribed

Before me the 11 day of November, 2011

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Wayne A. Jones, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires June 29, 2014  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES