

1240-65
CAPITAL ONE BANK VS. MICHAEL MUNCHAK

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

CAPITAL ONE BANK

Plaintiff No. 03-1246-CJ

vs. COMPLAINT IN CIVIL ACTION

MICHAEL A MUNCHAK

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
Gerianne Hannibal, Esquire
PA I.D. #66622
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03050185

FILED

AUG 21 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No.

MICHAEL A MUNCHAK

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

LAWYER REFERRAL SERVICE
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

COMPLAINT

1. Plaintiff is a corporation with offices in San Ramon, CA 94583.
2. Defendant is residing at RR 1 Box 345, Grampian, PA 16838.
3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 5291071440375416 .
4. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of October 13, 2000, in the amount of \$ 1,901.47 . 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 25.9% 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, Michael Munchak individually, in the amount of \$ 1,901.47 with continuing finance charges thereon at the rate of 25.9% per annum from October 13, 2000 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.

William T. Molczan, Esquire
PA I.D. #47437

Gerianne Hannibal, Esquire
PA I.D. #66622

WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#:03050185

Capital One® Values You As A Customer!

If you are unable to pay the amount due at this time, we strongly urge you to call us immediately at 1-800-955-6600. We are willing to work with you to help you out of your current financial situation and resolve the delinquency of your account.

Don't further damage your credit.

Your account will soon be reviewed to be charged-off as bad debt. If your account is charged-off, you will still be responsible for the debt, but it will be listed on your credit report and could prevent you from receiving credit cards, loans and even affect future employment and housing opportunities.

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CapitalOne®

MASTERCARD ACCOUNT

5291-0714-4037-5416

SEP 14 - OCT 13, 2000

Page 1 of 1

Account Summary

Previous Balance	\$1,811.43
Payments, Credits and Adjustments	\$0.00
Transactions	\$50.00
Finance Charges	\$40.04
New Balance	\$1901.47
Minimum Amount Due	\$1,901.47
Payment Due Date	November 13, 2000
Total Credit Line	\$200
Total Available Credit	\$0.00
Credit Line for Cash	\$200
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

DATE			
1 14 SEP	PAST DUE FEE		\$25.00
2 14 SEP	OVERLIMIT FEE		25.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-262-1493

Send payments to: Send inquiries to:

Capital One Services
P.O. Box 85147
Richmond, VA 23276
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,880.71	0.07096%	25.90%	\$40.04
CASH	\$0.00	0.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

60811P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 5291071440375416 00 1901470225001901475

New Balance	\$1901.47
Minimum Amount Due	\$1,901.47
Payment Due Date	November 13, 2000
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

EXHIBIT

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



0608 1

MICHAEL A MUNCHAK
RR 1 BOX 345A
GRAMPIAN PA 16838-9623

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

1. How To Avoid A Finance Charge.

[†] a. **Grace Period.** You will have a minimum grace period of 25 days. No finance charge can be applied to new special purchases or new purchases if you pay your total "New Balance" in full, 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 new purchases or special purchases.

b. **Purchases, Special Purchases and Other Charges.** If you do not pay the entire "New Balance" by your next statement closing date, finance charge will accrue on new purchases, new special purchases and new other charges from the first day of the next billing period. You may reduce the amount of finance charges that may be assessed by paying more than the minimum payment.

[†] c. **Cash Advances and Special Transfers.** Cash advances and special transfers will incur a finance charge from the date of the transaction or the date of transfer, whichever is processed to your account or the first calendar day of the current billing period. You may not avoid finance charge on these transactions; however, you may reduce the amount of finance charges that may be assessed by making your payment early or increasing the amount of your payment.

[†] d. **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 amount of new purchases, new special purchases (your periodic rate) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

2. Average Daily Balance (Including New Purchases).

a. To calculate finance charge, we multiply the daily balance of each segment of your account (e.g. cash advance segment, purchase segment, special purchase segment, etc.) by your periodic rate(s). We total the results of these daily calculations to arrive at your total periodic finance charge. To obtain the daily balances for the current billing cycle, we take the beginning balance of each segment each day, add any new transaction (including finance charge) to the balance of the previous day's balance to each segment, and subtract any payments or credits posted as of that day. This gives us the separate daily balance for each segment. To calculate your total finance charge, multiply the "Balance Rate Applied To," which is the 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 "N" appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code "N" appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each

segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

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

b. If the code "C" (Certificate of Deposit), "G" (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 from one segment to another. The rates 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 month of July.

c. If the code "D (Prime), "F (Euro LIBOR) or "G (3-mo. LIBOR Reprinted Monthly)" appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary from one segment to another. The rates 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 month.

4. **Other Finance Charges.** Other finance charges and transaction fees (including the cash advance fee, balance transfer fee, minimum finance charge, purchase check fee, account opening fee, express delivery fee) may be included in the finance charges and applied in accordance with the terms of your *Customer Agreement* or special offer we may have made to you. Including some of these fees in the finance charge may cause the "ANNUAL PERCENTAGE RATE Applied This Period" to exceed the "Corresponding APR" for the segment to which the fee was billed.

5. **Assessment of Late, Overlimit and Returned Check Fees.** Your account will be assessed no more than twice the fees listed here that occur during any billing period.

6. **Credit Balances.** If your statement indicates a credit balance, you can either request a refund or have the credit balance applied to future extensions of credit.

7. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days to cancel your account and we will not have to avoid paying the fee or have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us in writing. The fee for the membership will be on the front of this statement and pay your "New Balance" in full (excluding the membership fee) prior to the end of the 30-day period.

***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 about a transaction on your bill, write us on a separate sheet at the address for inquiries shown on the front of this statement as soon as possible. We must hear from you within 60 days of the time we sent you the first bill on which the error or problem occurred. 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 transaction, 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 will still be responsible to pay any amount that is 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 balance of the purchase. This right to consumer 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 card, we are not responsible for the property or services, all purchases are covered regardless of location or location of purchase.)

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Please remember to sign all correspondence.

[†] Does not apply to non-credit card accounts

[‡] Does not apply to business credit cards

Capital One supports information privacy protection: see our website at www.capitalone.com.

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same 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

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. §4904 relating to
unsworn falsifications to authorities, that he/she is Bridgette Nally
(Name)
agent of Capital One, plaintiff herein, that
(Title) (Company)

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.


(Signature)

WWR#_____

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(Name)
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(Title) (Company)

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B. Nally
(Signature)

WWR#_____

11/5/03 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
Will. A. Shaw
Deputy Prothonotary

FILED
Aug 11:58 AM
AUG 21 2003
1cc Attorney
William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

CAPITAL ONE BANK

VS.

MUNCHAK, MICHAEL A.

COMPLAINT

Sheriff Docket # 14454

03-1246-CD

SHERIFF RETURNS

NOW SEPTEMBER 23, 2003 RETURN THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO MICHAEL A. MUNCHAK, DEFENDANT. NOT ENOUGH TIME TO ATTEMPT SERVICE.

Return Costs

Cost	Description
14.37	SHERIFF HAWKINS PAID BY: ATTY CK# 8093898
10.00	SURCHARGE PAID BY:ATTY CK# 8095886

Sworn to Before Me This

23 Day Of Sept 2003
William A. Shaw

So Answers,

Chester A. Hawkins
My Manley Harr
Chester A. Hawkins
Sheriff

FILED
02:21
SEP 23 2003

William A. Shaw
Prothonotary

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

CAPITAL ONE BANK

Plaintiff No. 03-1246-CD

vs. COMPLAINT IN CIVIL ACTION

MICHAEL A MUNCHAK

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
Gerianne Hannibal, Esquire
PA I.D. #66622
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03050185

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

AUG 21 2003

Attest.

William L. Shan
Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No.

MICHAEL A MUNCHAK

Defendant

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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

LAWYER REFERRAL SERVICE
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

COMPLAINT

1. Plaintiff is a corporation with offices in San Ramon, CA 94583.
2. Defendant is residing at RR 1 Box 345, Grampian, PA 16838.
3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 5291071440375416 .
4. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of October 13, 2000, in the amount of \$ 1,901.47 . 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 25.9% 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, Michael Munchak individually, in the amount of \$ 1,901.47 with continuing finance charges thereon at the rate of 25.9% per annum from October 13, 2000 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.

William T. Molczan, Esquire
PA I.D. #47437

Gerianne Hannibal, Esquire
PA I.D. #66622

WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#:03050185

Capital One® Values You As A Customer!

If you are unable to pay the amount due at this time, we strongly urge you to call us immediately at 1-800-955-6600. We are willing to work with you to help you out of your current financial situation and resolve the delinquency of your account.

Don't further damage your credit.

Your account will soon be reviewed to be charged-off as bad debt. If your account is charged-off, you will still be responsible for the debt, but it will be listed on your credit report and could prevent you from receiving credit cards, loans and even affect future employment and housing opportunities.

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Capital One®

MASTERCARD ACCOUNT
5291-0714-4037-5416

SEP 14 - OCT 13, 2000
Page 1 of 1

Account Summary

Previous Balance	\$1,811.43
Payments, Credits and Adjustments	\$0.00
Transactions	\$50.00
Finance Charges	\$40.04
New Balance	\$1901.47
Minimum Amount Due	\$1,901.47
Payment Due Date	November 13, 2000
Total Credit Line	\$200
Total Available Credit	\$0.00
Credit Line for Cash	\$200
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

DATE			
1 14 SEP	PAST DUE FEE	\$25.00	
2 14 SEP	OVERLIMIT FEE	25.00	

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-262-1493

Send payments to: Send inquiries to:

Capital One Services
P.O. Box 85147
Richmond, VA 23276

Finance Charges		Please see reverse side for important information		
		Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES		\$1,880.71	.07096%	25.90%
CASH		\$0.00	.07096%	25.90%

ANNUAL PERCENTAGE RATE applied this period **25.90%**

60811P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

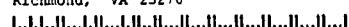
0000000 0 5291071440375416 00 1901470225001901475

New Balance	\$1901.47
Minimum Amount Due	\$1,901.47
Payment Due Date	November 13, 2000
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink.

Street	Apartment #	
City	State	ZIP
Home Phone	Alternate Phone	

EXHIBIT

Capital One Bank
P.O. Box 85147
Richmond, VA 23276




MICHAEL A MUNCHAK
RR 1 BOX 345A
GRAMPIAN PA 16838-9623

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

YNNNNNNNNNNNNNNNN

1. How To Avoid A Finance Charge.

T a. Grace Period. You will have a minimum grace period of 25 days without finance charge if new purchases, new special purchases and new other charges are paid in full by the due date if you pay your total "New Balance" in full, 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.

B. Payment by Special Date. If you pay only part of your charges. If you do not pay the entire "New Balance" by your next statement closing date, finance charge will accrue on new purchases, new special purchases and new other charges from the first day of your next billing cycle. You may reduce the amount of finance charges that may be assessed by paying more than the minimum payment.

T c. Cash Advances and Special Transfers. Cash advances and special transfers are subject to a finance charge from the date of the transaction to the date of the next statement, prior to your account or the first calendar day of the current billing period. You may not avoid finance charge on these transactions; however, you may reduce the amount of finance charge that may be assessed by making your payment more than the minimum payment due.

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

2. Average Daily Balance (including New Purchases).

a. To calculate finance charge we multiply the daily balance of each segment of your account (e.g. cash advance segment, purchase segment, special purchase segment, special transfer segment) by your daily periodic rate(s). We total the results of these daily calculations to arrive at your average daily balance. To calculate the daily balance for the current billing cycle, we take the beginning balance of each segment each day, add any new transactions and the daily finance charge calculated on the previous day's balance to each segment, and subtract any payments made on that day. This gives us the daily balance for the separate daily balance for each segment. To calculate your total finance charge, multiply the "Balance Rate Applied To," which equals your average daily balance, by the daily periodic rate and by the number of days in the billing cycle. Due to rounding off, 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 the 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, each month, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each

segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

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

b. If the code D (Discounted Margin), C (Certificate of Deposit), or S (Benchmark Prime) appears on the front of this statement next to the periodic rate(s), the periodic rate and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the market interest rates as shown in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Discounted Margin), L (LIBOR - LIBOR Kept 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 rates indicated as published 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. Other Finance Charges. Other finance charges and transaction fees (including the cash advance fee, balance transfer fee, minimum finance charge, purchase check fee, account opening fee and express account fee) will be included in the "New Balance" and may be included in the term of your Customer Agreement or any special offer we may have made to you. Including some of these fees in the finance charge may cause the "ANNUAL PERCENTAGE RATE Applied This Period" to exceed the "Corresponding APR" for the segment to which the fee was billed.

5. Assessment of Late, Overlimit and Returned Check Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period.

6. Credit Balances. If your statement indicates a credit balance, you can either request a refund or have the credit balance applied to future extensions of credit.

7. **T Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us in writing at the address for inquiries shown on the front of this statement and pay your "New Balance" in full (or cancel the membership fee) prior to the end of the 30-day period.

"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 about a transaction on your bill, write us on a separate sheet at the address for inquiries shown on the front of this statement as soon as possible. We must hear from you within 60 days after the statement on the first bill on which the error or problem appears. 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 error or problem, a description of the error or problem, if possible, or 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 responsible for any amount you do not pay 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 of the property or service. You have the right to only pay the purchase amount if it is less 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 service, all purchases are covered regardless of amount or location of purchase.)

Please remember to sign all correspondence.

†Does not apply to non-credit card accounts
Does not apply to business credit cards

Capital One supports information privacy protection: see our website at www.capitalone.com.

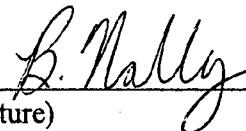
60811P

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same 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

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 Bridgette Nally
(Name)
agent of Capital One, plaintiff herein, that
(Title) (Company)

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.


B. Nally
(Signature)

WWR# _____

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is Bridgette Nally
(Name)
agent of Capital One, plaintiff herein, that
(Title) (Company)

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.


(Signature)

WWR# _____

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

CAPITAL ONE BANK

Plaintiff

No. 03-1246-CD

vs.

PRAECIPE TO REINSTATE COMPLAINT

MICHAEL A.MUNCHAK

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.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03050185

FILED

11-2-09 BA pd 7-0-0
, reinstated Complaint
NOV 05 2003 to SHTA

William A. Shaw
Prothonotary

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

CAPITAL ONE BANK

Plaintiff

No. 03-1246-CD

vs.

MICHAEL A.MUNCHAK

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.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03050185

In The Court of Common Pleas of Clearfield County, Pennsylvania

CAPITAL ONE BANK

VS.

MUNCHAK, MICHAEL A.

COMPLAINT

Sheriff Docket # 14454

03-1246-CD

SHERIFF RETURNS

NOW DECEMBER 3, 2003 AT 11:56 AM SERVED THE WITHIN COMPLAINT ON MICHAEL A. MUNCHAK, DEFENDANT AT MEETING PLACE, OLD TOWN ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHAEL A. MUNCHAK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

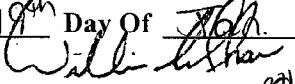
SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
11.37	SHERIFF HAWKINS PAID BY: ATTY
10.00	SURCHARGE PAID BY: ATTY

Sworn to Before Me This

18th Day Of Dec 2004


WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,


Chester A. Hawkins
Sheriff

FILED

01/31/2004
JAN 19 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff No. 31246 CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

MICHAEL A MUNCHAK

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.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03050185

FILED

FEB 18 2004

William A. Shaw
Prothonotary

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

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 31246 CD

MICHAEL A MUNCHAK

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

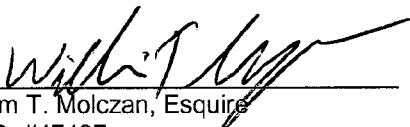
TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, Michael A. Munchak, above named, in the default of an Answer, in the amount of \$3,534.08 computed as follows:

Amount claimed in Complaint	\$1,901.47
Interest from October 13, 2000 to February 5, 2004 at the contract interest rate of 25.9% per annum	\$1,632.61
TOTAL	\$3,534.08

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.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03050185

Plaintiff's address is: c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219

And that the last known address of the Defendant is: RR1 Box 345, Grampian, PA 16838.

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 31246CD

MICHAEL A MUNCHAK

Defendant

IMPORTANT NOTICE

TO: Michael A. Munchak
345 RR1 Box 1
Grampian, PA 16838

Date of Notice: 1/23/04

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 NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL SERVICE

PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

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

By: William T. Molczan
William T. Molczan

PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR #03050185

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecepit attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

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

By:

William T. Molczan, Esquire

PA I.D. #47437

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#03050185

FILED

M 1:33 AM 1/18/04
FEB 18 2004
Shaw, William A.
Prothonotary

William A. Shaw
Prothonotary

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 31246 CD

MICHAEL A MUNCHAK

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: () Plaintiff
 (xx) Defendant
 () Garnishee

You are hereby notified that the following
Order or Judgment was entered against
you on _____

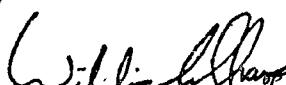
(xx) Assumpsit Judgment in the amount
of \$3,534.08 plus costs.

() 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)

Michael A Munchak
RR1 Box 345
Grampian, PA 16838

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

Capital One Bank
Plaintiff(s)

No.: 2003-01246-CD

Real Debt: \$3,534.08

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Michael A. Munchak
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 18, 2004

Expires: February 18, 2009

Certified from the record this 18th day of February, 2004

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

FILED

S AUG 15 2011
M 1:45 PM

William A. Shaw
Prothonotary/Clerk of Courts

6 inmr to Shaw

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

CAPITAL ONE BANK

Plaintiff

No. 03-1244 C

vs.

MICHAEL A MUNCHAK

Defendant(s)

PRAECIPE FOR WRIT OF EXECUTION
(BANK ATTACHMENT ONLY)

TIMBERLAND FCU

Garnishee(s)

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

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 03-1246 CD

MICHAEL A MUNCHAK
Defendant(s)

TIMBERLAND FCU
Garnishee(s)

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

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

1. directed to the Sheriff of CLEARFIELD County:

2. against MICHAEL A MUNCHAK , Defendant

3. against TIMBERLAND FCU, , , Garnishee

4. Judgment Amount \$ 3534.08

Less payments/credits received \$ 0.00

Interest \$ 1567.39

Costs \$

SUBTOTAL: \$ 5101.47

Costs (to be added by Prothonotary): \$ 132 -

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 BANK

Plaintiff

vs.

Civil Action No. 03-1246 CD

MICHAEL A MUNCHAK

Defendant(s)

TIMBERLAND FCU

Garnishee(s)

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: MICHAEL A MUNCHAK Defendant(s); You are also directed to attach the property of the defendant not levied upon in the possession of TIMBERLAND FCU; ; AS GARNISHEE, 8764 CLEARFIELD CURWENSVILLE HWY CLEARFIELD, PA 16830; ; and to notify the garnishee that:

- a. An attachment has been issued;
- b. 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;
- c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
 - i. 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 indentified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
 - ii. 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 indentified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
 - iii. 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 indentified 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 \$ 5101.47

Costs to be added..... \$ 132. -

Prothonotary


Deputy

DATED: Aug. 15, 2011

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 03-1246 CP

MICHAEL A MUNCHAK
Defendant(s)

TIMBERLAND FCU
Garnishee(s)

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 BANK
Plaintiff

vs.

Civil Action No. 03-1246 CP

MICHAEL A MUNCHAK
Defendant(s)

TIMBERLAND FCU
Garnishee(s)

INTERROGATORIES IN ATTACHMENT

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

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 03-1246.CD

MICHAEL A MUNCHAK
Defendant(s)

TIMBERLAND FCU
Garnishee(s)

TO: TIMBERLAND FCU, 8764 CLEARFIELD CURWENSVILLE HWY, CLEARFIELD, PA 16830

RE: MICHAEL A MUNCHAK, 345 RR 1 BOX, GRAMPIAN, PA 16838

Suggested Reference No.: XXX-XX-3753
XXX-XX-

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

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)

To Deputy 8/16/11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 03-1246-CD

CAPITAL ONE BANK

vs

MICHAEL A. MUNCHAK

TO: TIMBERLAND FCU, GARNISHEE

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 11/10/2011 RUSH HEARING: PAGE: 108770

FILED
OCT 14 2011
SEP 01 2011

DEFENDANT: TIMBERLAND FCU, Garnishee
ADDRESS: 8764 CLEARFIELD/CURWENSVILLE HWY
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS: Date / Time Results

OCCUPIED
Date / Time Results

4
William A. Straw
Prostatory/Clerk of Court

SHERIFF'S RETURN

NOW, August 31 2011 AT 10²⁵ AM / PM SERVED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE ON TIMBERLAND FCU, Garnishee, DEFENDANT

BY HANDING TO Angela Barney

Loan Officer/Manager

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

ADDRESS SERVED 8764 Clearfield/Curwensville Hwy Clearfield PA
() Residence (X) Employment () Sheriff's Office () Other
11030

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE FOR TIMBERLAND FCU, Garnishee

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO TIMBERLAND FCU, Garnishee

REASON UNABLE TO LOCATE _____

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jeffrey L. Rhone
Deputy Signature

Jeffrey L. Rhone
Print Deputy Name

SWORN TO BEFORE ME THIS

DAY OF 2011

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 108770

2 of 2

CAPITAL ONE BANK (USA), NA

NO. 03-1246-CD

-vs-

MICHAEL A. MUNCHAK

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

TO: TIMBERLAND FCU, Garnishee

SHERIFF'S RETURN

NOW SEPTEMBER 1, 2011 MAILED THE WITHIN:
PRAECIPE, WRIT, WRIT NOTICE, CLAIM FOR EXEMPTION & INTERROGATORIE
TO: MICHAEL A. MUNCHAK
AT: 345 RR 1 BOX, GRAMPIAN, PA. 16838
IN S.A.S.E.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 108770
NO: 03-1246-CD
SERVICES 2
WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: MICHAEL A. MUNCHAK
TO: TIMBERLAND FCU, GARNISHEE

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	10013034	20.00
SHERIFF HAWKINS	WELTMAN	10013034	28.00

Sworn to Before Me This

____ Day of _____ 2011

So Answers,



Chester A. Hawkins
Sheriff

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
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File # 3050185

Attorney for Plaintiff(s)

FILED
M 11/17/2011 NO
SEP 28 2011 CC
S CJC

William A. Shaw
Prothonotary/Clerk of Courts

CAPITAL ONE BANK

Clearfield County
Court of Common Pleas

vs.

MICHAEL A MUNCHAK

NO. 03-1244-CD

and

TIMBERLAND FCU

Garnishee(s)

PRAECIPE TO DISCONTINUE ATTACHMENT EXECUTION

TO THE PROTHONOTARY:

Kindly mark the above matter discontinued and ended as to Garnishee(s), TIMBERLAND
FCU, only.

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

By

James C Warmbrodt, Esquire
Attorney for Plaintiff

Sworn to and subscribed

Before me the 16 day of September, 2011

