

03-1890-CD  
COMMONWEALTH OF PENNSYLVANIA, et al., vs. HIGHLANDS INSURANCE CO.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

COMMONWEALTH OF  
PENNSYLVANIA for use of the  
COUNTY OF CLEARFIELD,  
Plaintiff

vs.

HIGHLANDS INSURANCE COMPANY,  
Defendant

FILED

DEC 29 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

COMMONWEALTH OF PENNSYLVANIA  
for use of the COUNTY OF CLEARFIELD,  
Plaintiff

vs.

\*  
\*  
\*  
\*

\* No.: 200 \_\_\_\_\_ -CD

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\*

HIGHLANDS INSURANCE COMPANY,  
Defendant

**CONFESSON OF JUDGMENT**

Pursuant to the authority contained in the Bonds and Warrants copies of which are annexed hereto of Highland Insurance Company, as surety, for the Defendant, Timothy P. Storms, such appearing of record in Commonwealth of Pennsylvania vs. Timothy P. Storms, No. 2001-587-CRA following this Court's Bail Forfeiture Order dated October 18, 2001, in accordance with Pa. R. Civ. P. Rule 2951(a), I appear for Highland Insurance Company and confess judgment in favor of the Plaintiff and against Defendant, Highland Insurance Company as follows:

Principal Sum (Bond): \$ 100,000.00

Interest at legal rate of 6% per annum  
from the date of judgment (to be added) \$ \_\_\_\_\_

Plaintiff's filing fees and other taxable  
costs (to be added) \$ \_\_\_\_\_

  
\_\_\_\_\_  
Kim C. Kesner, Solicitor  
Attorney for Clearfield County, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

COMMONWEALTH OF PENNSYLVANIA  
for use of the COUNTY OF CLEARFIELD,  
Plaintiff

vs.

HIGHLANDS INSURANCE COMPANY,  
Defendant

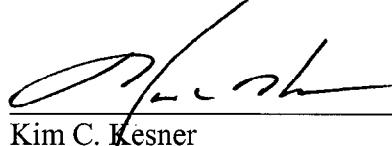
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\* No.: 200 - \_\_\_\_\_ -CD

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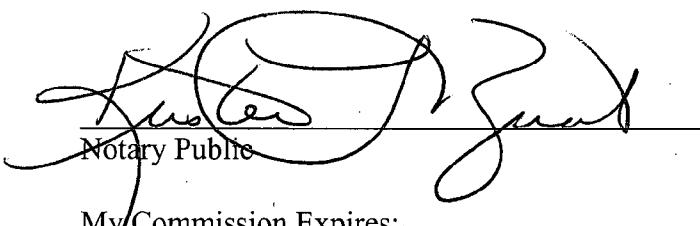
**AFFIDAVIT**

Commonwealth Of Pennsylvania :  
: \$\$.  
County Of Clearfield :  
:

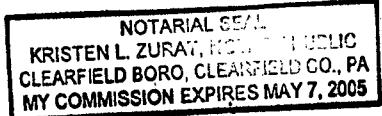
Before me the undersigned authority personally appeared, Kim C. Kesner, Solicitor for Clearfield County who deposes and says that the judgment confessed by him for Defendant, Highlands Insurance Company is not being entered against a natural person in connection with a consumer credit transaction.

  
Kim C. Kesner

Sworn to and subscribed before me this 29<sup>th</sup> day of December, 2003.

  
Notary Public

My Commission Expires:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

COMMONWEALTH OF PENNSYLVANIA  
for use of the COUNTY OF CLEARFIELD,  
Plaintiff

vs.

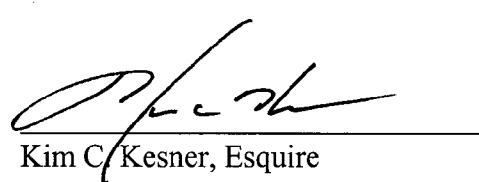
HIGHLANDS INSURANCE COMPANY,  
Defendant

\*  
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\*  
\* No.: 200-\_\_\_\_\_ -CD  
\*  
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\*

**CERTIFICATE**

I hereby certify that the principal place of business of the Plaintiff is Clearfield County Courthouse, 203 East Market Street, Suite 101, Clearfield, PA 16830 and that the address of the Defendant, Highlands Insurance Company, c/o Capital Bonding Corporation, 525 Penn Street, Reading, Pennsylvania 19601.

Date: 12-29-2003



Kim C. Kesner, Esquire

OTN: L-095427-3  
CC No: 2001-587-CR

DJ No:  
DJ Docket No:

Date of Charge(s): 7-12-2001

Commonwealth vs. (Defendant Name and Address)

TIMOTHY PIERRE STORMS  
SR-286 216 W. LIBERTY ST.  
GLENN CAMPBELL, PA 15742  
PUNXSUTAWNEY, PA 15767

NEXT COURT ACTION  
UPON CALL

Date/ Time/ Location

FILED ws  
SEP 27 2001

CHARGE(S): MAN/DEL/POSS. CONTROLLED SUB. W/INTENT TO DELIV.-INTENTIONAL POSSESS  
OF CONT. / CONTERFEIT SUB-USE/POSS. OF CONT. SUB. PARAPH.-PERSON NOT TO POSS./  
ADDITIONAL CHARGES MAY EXIST. PLEASE SEE ADDITIONAL CHARGES PAGE.

TYPE(S) OF RELEASE:

ROR  Unsecured Bail  Nonmonetary Condition(s) (see additional page(s))  
 Nominal Bail  Monetary Condition(s) in the amount of \$ 100,000.00

DEC  
SUN  
DA  
JAIL

THE CONDITIONS OF THIS BAIL BOND ARE AS FOLLOWS:

1. The defendant must appear at all times required until full and final disposition of the case.
2. The defendant must obey all further orders of the bail authority.
3. The defendant must give written notice to the bail authority, the clerk of courts, the district attorney, and the court bail agency or other designated court bail officer, of any change of address within 48 hours of the date of the change.
4. The defendant must neither do, nor cause to be done, nor permit to be done on his/her behalf, any act as proscribed by Section 4952 of the Crimes Code (relating to intimidation of witnesses or victims) or by Section 4953 (relating to retaliation against witnesses or victims), 18 Pa.C.S. §§ 4952,4953.
5. The defendant must refrain from criminal activity.

6. DEFENDANT TO BE SUPERVISED BY OFFICE OF ADULT PROBATION, CLEARFIELD COUNTY, AND COMPLY  
WITH ALL CONDITIONS ESTABLISHED BY SUPERVISING OFFICER.

TYPES OF SECURITY:

Cash/Equivalent  Gov't Bearer Bonds  Realty w/in Commonwealth  
 % Cash  Surety Bond  Realty outside Commonwealth

TOTAL AMOUNT BAIL SET (IF ANY): \$ 100,000.00 (see sureties page)

This bond is valid for the entire proceedings and until full and final disposition of the case including all avenues of direct appeal to the Supreme Court of Pennsylvania.

I AGREE THAT I WILL APPEAR AT ALL SUBSEQUENT PROCEEDINGS AS REQUIRED AND COMPLY WITH ALL THE CONDITIONS OF THE BAIL BOND.

THIS BOND SIGNED ON SEPT. 27TH 2001

at CLEARFIELD, PENNSYLVANIA

Timothy P. Storms  
(Signature of Defendant)  
TIMOTHY PIERRE STORMS

Signed and acknowledged before me this 27TH day of SEPT., 2001

WILLIAM A. SHAW  
(Clerk of Court or Issuing Authority)

(SEAL)

DATE

JUDGE OR ISSUING AUTHORITY

Judge J. Dunn  
My commission expires first Monday of January,

2002

PLEASE SEE ATTACHED PAGES FOR ADDITIONAL INFORMATION.

OTN E-095427-3

DJ No:

Date of Charge(s): 7-12-2001

CC No: 2001-587-CR

DJ Docket No:

Commonwealth vs. (Defendant Name and Address)

TIMOTHY PIERRE STORMS

SR 286 216 W. LIBERTY ST.

GLENN CAMPBELL, PA 15742

PUNXSUTAWNEY, PA 15767

NEXT COURT ACTION

Date/ Time/ Location

UPON CALL

I, CHRISTOPHER C. CLARK

, the undersigned surety, have posted security in the amount

of \$ 100,000.00.

FILED

SEP 27 2001

William A. Shaw  
Clerk of Courts

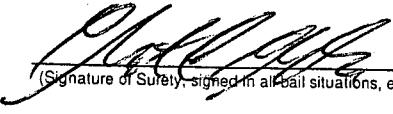
I have read this information, and I acknowledge that I, my personal representatives, successors, heirs and assigns are jointly and severally bound with the defendant and any other sureties to pay to the Commonwealth of Pennsylvania the sum of \$ 100,000.00, which is the full amount of the monetary condition of release in the event the bail bond is forfeited.

I understand that when a monetary condition of release is imposed, if the defendant appears at all times required by the court and satisfies all the other conditions set forth in the bail bond, then upon full and final disposition of the case, this bond shall be void. If the defendant fails to appear as required or to comply with the conditions of the bail bond, then this bond shall remain in full force, and the full sum of the monetary condition of release may be forfeited, the defendant's release may be revoked, and a warrant for the defendant's arrest may be issued.

**WARRANT OF ATTORNEY: RECOGNIZING THAT I AM WAIVING CERTAIN IMPORTANT RIGHTS, INCLUDING THE RIGHT OF PREJUDGMENT NOTICE AND HEARING**, in accordance with the law, I do hereby empower any attorney of any court of record within the Commonwealth of Pennsylvania or elsewhere to appear for me at any time, and with or without declarations filed, and whether or not the defendant be in default, to confess judgment against me, and in favor of the Commonwealth of Pennsylvania for use of the county, and its assigns, during any term or session of a court of record of the county for the full amount of the monetary condition of release set forth on the first page of this bail bond, and costs. I understand that any real estate which I have posted as security in this case may be levied upon to collect the amount confessed. I waive and release any right of inquisition on that real estate, voluntarily condemn it, and authorize the Prothonotary, upon a Writ of Execution, to enter my voluntary condemnation. I also agree that any real estate posted by me in this case may be sold on a Writ of Execution. I hereby forever waive and release any and all errors which may arise in any proceeding to confess judgment in this case, waive all rights of stay of execution, and waive all laws now in force or laws passed in the future which exempt real or personal property from execution.

Since a copy of this bail bond and warrant of attorney is being filed in the defendant's case, it shall not be necessary to file the original as a warrant of attorney, notwithstanding any law or rule of court to the contrary.

I have read this instrument carefully and know that it is true and correct.

  
(Signature of Surety, signed in all bail situations, except ROR)

1403 N. WASHINGTON AV  
SCOTTSTON PA 18509

(Address of Surety, Surety Company or Defendant)

Sworn (affirmed) and subscribed before me  
this 27<sup>th</sup> day of Sept. 2001

  
(Signature of Clerk of Courts) (SEAL)  
My commission expires first Monday of January, 2002

\* Refund of Cash bail (less any bail related fees or commissions allowed by law and reasonable costs, if any, of administering the cash bail program) will be made within 20 days after full and final disposition.

\* Refund of all other types of bail will be made promptly after 20 days following full and final disposition (Ps.R.Cr.P.4015)

\* Bring Cash Bail Receipt to Clerk of Courts or Issuing Authority.

DO NOT PRINT THIS FORM WITHOUT  
WRITTEN CONSENT OF HOME OFFICE.

POWER OF ATTORNEY  
HIGHLANDS INSURANCE COMPANY

c/o Capital Bonding Corporation  
525 Penn Street, Reading, PA 19601

Power No. HIC100 501120

THIS POWER OF ATTORNEY IS NULL AND  
VOID UNLESS USED BEFORE 12/31/2002

KNOW ALL MEN BY THESE PRESENTS, that Highlands Insurance Company, a corporation duly organized and existing under the laws of the State of Texas has constituted and appointed, and does hereby const  
and appoint;  
*Christopher Clark*

It's true and lawful attorney-in-fact, with full power and authority to sign the company's name and affix its corporate seal to, and deliver on its behalf as surety, and all obligations as herein provided, and the executive  
such obligations in pursuance of these presents shall be as binding upon the company as fully and to all intents and purposes as if done by the regularly elected officers of said company at its home office in their  
proper person; and the said company hereby ratifies and confirms all and whatsoever its said attorney-in-fact may lawfully do and perform in the premises by virtue of these presents.  
**THIS POWER OF ATTORNEY IS VOID IF ALTERED OR ERASED, THE OBLIGATION OF THE COMPANY SHALL NOT EXCEED THE SUM OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) AND MAY  
EXECUTED FOR RECOGNIZANCE ON CRIMINAL BAIL BONDS.**

NOT VALID FOR IMMIGRATION BONDS

Bond Amt \$ 100,000 Case # CR 2001-587 CR  
Defendant Timothy Stovall  
Appearance Date TBD DIV CP  
Court City Clemmons  
Court County Clemmons  
Offense 2nd degree felonies, 2001, Possess Firearm State PA  
Date Filed 9-27-01 Violent  
Atty in Fact John Doe  
SIGNATURE/If applicable, add your COURT assigned Agent #  
Form #HIC100

"NOTICE"  
STACKING OF  
POWER IS STRICTLY  
PROHIBITED!

No more than one power  
from this Surety may be  
used to execute any one  
bond.

IN WITNESS WHEREOF, Highlands Insurance Company, by virtue of authority conferred by  
Board of Directors, has caused these presents to be sealed with the corporate seal, and sign  
by its President and attested by its Executive Vice President, this 1st day of December, 19

*William T. Foy*  
President

*John Jay*

Executive Vice President

1. A separate Power of Attorney must be attached to each bond executed.
2. Powers of Attorney must not be returned to attorney-in-fact, but should remain a permanent part of court records.
3. The authority of such attorney-in-fact is limited to appearance bonds and cannot be construed as a guarantee for failure to provide payments, back alimony payments, fines or wage law claims.

ENTER SURETY-ASSIGNED EXECUTING AGENT CODE # HERE:



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Highland Insurance Co.  
Christopher Clark  
c/o CAPITAL BONDING CORP  
525 Penn St.  
Reading PA 19601

01-587-CR

**2. Article Number (**

7002 2030 0004 5014 7692

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature  Agent  Addressee

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below  No

525 Penn Street  
Reading, PA 19601

**3. Service Type**

<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

**4. Restricted Delivery? (Extra Fee)**

Yes

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

OFFICE OF PROTHONOTARY AND CLERK OF COURTS

WILLIAM A. SHAW

PROTHONOTARY  
AND  
CLERK OF COURT

JACQUELINE KENDRICK

DEPUTY PROTHONOTARY

CLEARFIELD COUNTY



DAVID S. AMMERMAN

SOLICITOR

P.O. Box 549  
CLEARFIELD, PENNSYLVANIA 16830  
(814) 765-2641 Ext. 1330  
FAX(814)-765-7659

August 28, 2003

CERTIFIED MAIL # 7002 2030 0004 5014 7692

Highland Insurance Co.  
Christopher Clark  
c/o Capital Bonding Corp.  
525 Penn Street  
Reading, PA 19601

RE: Commonwealth of Penna.

Vs

Timothy Pierre Storms  
2001-587-CRA

Dear Sirs:

Please accept this letter as notice that you must pay the Clearfield County Treasurer on behalf of the Commonwealth of Pennsylvania, the sum of \$100,000.00 on the above referenced cases.

If you fail to pay the above amount within 20 days after receipt of this notice, the attached bond will be delivered to the Clearfield County Solicitor for collection.

Sincerely,

A handwritten signature in black ink, appearing to read "William A. Shaw".

William A. Shaw  
Prothonotary/Clerk of Courts

Enclosures ORDER 10-18-01 TO FORFEIT BOND  
POWER OF ATTORNEY  
SURETY INFORMATION  
BOND

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

COMMONWEALTH  
VS.  
TIMOTHY P. STORMS.

No. 01-587-CRA

ORDER

NOW, this 18<sup>th</sup> day of October, 2001, this being the day and date set for Criminal Call in the above-captioned matter; the defendant having failed to answer the call of the Court; he having received due and proper notice thereof, it is the ORDER of this Court that bail be and is hereby forfeited and a bench warrant issued, forthwith.

BY THE COURT:

/s/ JOHN K. REILLY, JR.

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

AUG 28 2003

Attest.

*William L. Chan*  
Prothonotary/  
Clerk of Courts

**FILED**

11:40 AM  
12/20/03  
DEC 29 2003

400 B&W  
plus 20.00  
Notes to Daffy  
start to fitly

William A. Shaw  
Prothonotary

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Commonwealth of Pennsylvania

Vs.

No. 2003-01890-CD

Highlands Insurance Company

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$100,000 on the December 29, 2003.

William A. Shaw  
Prothonotary

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William A. Shaw

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

Commonwealth of Pennsylvania  
Plaintiff(s)

No.: 2003-01890-CD

Real Debt: \$100,000.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Highlands Insurance Company  
Defendant(s)

Entry: \$20.00

Instrument: Confession Judgment

Date of Entry: December 29, 2003

Expires: December 29, 2008

Certified from the record this December, 29, 2003

---

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.

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Plaintiff/Attorney