

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL
SYSTEMS, INC., assignee of
UNIFUND CCR PARTNERS, assignee
of DIRECT MERCHANTS CREDIT
CARD BANK

NO. 04-327-CD
IN CIVIL ACTION

Plaintiff(s)

-vs-

RHONDA FRANTZ

Defendant(s)

COMPLAINT

CODE-
FILED ON BEHALF OF
PLAINTIFF

**COUNSEL OF RECORD
FOR THIS PARTY:**

James R. Apple, Esq.
PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213
Telephone: 412-682-1466
Fax: 412-682-3138

FILED

MAR 08 2004

William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA**

**COMMONWEALTH FINANCIAL
SYSTEMS, INC., assignee of
UNIFUND CCR PARTNERS, assignee
of DIRECT MERCHANTS CREDIT
CARD BANK**

**NO.
IN CIVIL ACTION**

Plaintiff(s)

-vs-

RHONDA FRANTZ

Defendant(s)

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 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, 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.

**Keystone Legal Services
211 1/2 East Locust Street
Clearfield, PA 16830
814-765-9646**

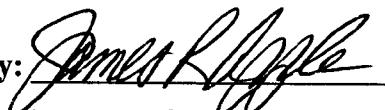
COMPLAINT

1. Plaintiff is a corporation having offices at 120 North Keyser Avenue, Scranton, PA 18504, and as the assignee of Unifund CCR Partners, assignee of Direct Merchants Credit Card Bank, stands in its assignor's stead, and all are hereinafter referred to interchangeably as "Plaintiff".
2. At a specific instance the Assignor sold, assigned and transferred to Plaintiff all of Assignor's right, title and interest in, and to the agreement between Assignor and Defendant. Assignor had the right to assign the agreement. A copy of the assignment and Affidavit is attached hereto as Exhibit "A1-2".
3. All conditions precedent to Assignor's right to be paid under the terms of the contract have occurred.
4. Defendant is an individual whose address is 316 S. State Street, Du Bois, Clearfield County, Pennsylvania 15801.
5. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card by Plaintiff at the terms and conditions agreed upon by the parties, as is more specifically shown by the Agreement, a true and correct copy of which is attached hereto, marked Exhibit "B" and made a part hereof.
6. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using credit card to make purchases and/or cash advances.
7. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.

8. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
9. Plaintiff avers that the balance due amounts to \$5,255.14, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "C" and made a part hereof.
10. Plaintiff avers that the interest has accrued at the rate of 18.00% per annum on the balance due from June 19, 2002.
11. Per the term of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing, which Plaintiff avers will amount to 25% of the balance due.
12. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant in the principal amount of \$5,255.14, with appropriate additional interest from June 19, 2002, plus attorneys fees and costs.

APPLE AND APPLE, P.C.

By: 
Attorneys for Plaintiff(s)



BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Commonwealth Financial Systems, Inc. ("Purchaser"), dated as of May 31, 2002 (the "Agreement"), does hereby sell, assign and transfer to Purchaser all of its good and marketable title, free and clean of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Appendix A to the Agreement, without recourse and without representation or warranty of collectibility, or otherwise, except to the extent stated in the Agreement.

Executed on 4 June 2002.

UNIFUND CCR PARTNERS
By Credit Card Receivables Fund, Inc.
Its General Partner

By DRG
David Rosenberg
President

For Unifund Use ONLY

Client #	SPID	CID #

10

SEARCHED *A152*
SERIALIZED
INDEXED
FILED

AFFIDAVIT OF INDEBTEDNESS

State of Ohio)
County of Hamilton) ss.

Bharati Lengade being sworn, deposes and says that she is Media Supervisor of Unifund CCR Partners herein called assignee, which is doing business at 11802 Conrey Road, Cincinnati, Ohio 45249 and that she is authorized to make the statements and representations herein.

The defendant is not in any branch of the military.

There is due and payable from RHONDA FRANTZ, Account Number 5458000434045221, the amount of \$3932.47 (principal balance in the amount of \$3932.47 plus interest at the contract rate. By the terms of the agreement between the defendant and the original creditor, interest is accruing at the contract rate.

This account was originated with Direct Merchants Credit Card Bank. Unifund CCR Partners purchased this account from Direct Merchants Credit Card Bank. Said account has been assigned, transferred and set over unto Commonwealth Financial Systems with full power and authority to do and perform all acts necessary for the collection, settlement, adjustment, compromise or satisfaction of said claim.

DATED this Friday, October 18, 2002.

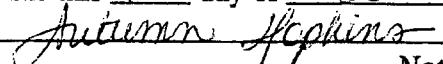


UNIFUND CCR PARTNERS

By: Bharati Lengade Media Supervisor
Title

11802 Conrey Road Cincinnati, OH 45249
Address

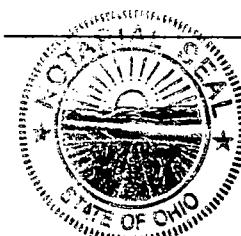
Subscribed and sworn to before me this 18 day of Oct, 2002



Autumn Hopkins
Notary Public

Client # 448

My commission expires



AUTUMN HOPKINS
Notary Public
In and for the State of Ohio
My Commission Expires
July 18, 2007

DIRECT MERCHANTS BANK

Cardholder Agreement

AGREEMENT TO TERMS — USE OF YOUR ACCOUNT —

DEFINITION OF PARTIES

This is the Agreement which covers your credit card account (called your "Account") with us. You and Direct Merchants Credit Card Bank ("National Association", will be bound by it from the first time you use the Account. If your Account is a joint Account, you and your joint Account holder each promise to pay and be jointly and individually responsible for all amounts due under this Agreement. We, "we," "us," "our," refer to Direct Merchants Credit Card Bank™, National Association. Persons named on the credit card application, credit card or acceptance form, and the words "we," "us," "our," refer to Direct Merchants Credit Card Bank™, National Association.

PROMISE TO PAY

You promise to pay for: (a) credit extended by Direct Merchants Credit Card Bank, National Association, to you or to anyone whom you permit to use this Account; (b) finance charges, late charges, and other administrative charges (c.), returned check charges, research charges provided for in this Agreement; and (f) collection costs and attorney's fees as permitted by applicable law if your Account should go into default.

We can accept late or partial payments, or checks or money orders marked "Payment in Full" or otherwise restrictive endorsed without losing any of our rights under this Agreement.

CASH ADVANCES

The term cash advance is defined as and includes the following transactions: (a) Automated Teller Machine (ATM) transactions; (b) banked and convenience check transactions; and (c) in-bank transactions. Convenience checks are used the same as personal checks. Both transfer and convenience checks are drawn on your Account and build on your statement. There is a cash advance transaction fee applied to every cash advance transaction. The cash advance transaction fee is equal to 2% of the cash advance, with a minimum fee of \$2 per transaction.

MAXIMUM CREDIT LINE

You may obtain credit by any means approved by us until the total unpaid balance of your Account reaches your maximum credit line. You cash advance credit limit may be limited to 50% of your maximum credit line. We are not required to make cash advances (including accepting transfers or convenience checks or ATM transactions) or extend credit for purchases at your request if you have exceeded your credit line, but if we do, you agree to pay us that excess amount, plus applicable finance charges and an over limit fee, immediately. Your credit line amount is defined on the attached Credit Card Contract directly above your credit card.

STATEMENTS

We will send you a statement covering each billing cycle in which you have a balance in excess of \$1. The statement will reflect: (a) payments, credits, purchases, cash advances, finance charges, and all other charges made to your Account during the billing cycle; (b) the minimum payment you must make (called the "minimum payment") and the date by which the

(1)

First Data Resources, Inc. provides processing services for Direct Merchants Credit Card Bank, National Association. You may write to us at: P.O. Box 21221, Tulsa, Oklahoma 74121-1222.

YOUR BILLING RIGHTS — KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US 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 Cardholder Services, P.O. Box 21221, Tulsa, Oklahoma 74121-1222 as soon as possible. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, 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.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure of.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have contacted you to explain why we did not receive your letter within 90 days. We must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obliged to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone to whom we furnished credit information about you that you have a question about your bill. And we must tell you the name of anyone to whom we gave this information. We must tell anyone we report to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

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 and to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if you own or operate the merchant, or if we mailed you the advertisement for the property or services.

SEVERABILITY

If any provision of this Agreement is found to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable.

Your credit card is issued under this Agreement by Direct Merchants Credit Card Bank™, National Association, Salt Lake City, Utah.

A-209 (7/86) (5) (6)

Printed on
recycled paper

minimum payment must be paid in order to avoid late charges; and (c) you available credit.

PAYMENT

Payment is due when you receive your statement each month. We will not impose any late charges if you pay at least the minimum payment reflected in your statement by the date specified, which will always be 25 days from the statement date. If you wish, you may pay more than the minimum payment and at any time you may pay the entire amount due for the current billing cycle (called "new balance"). Send payment to Cardholder Payments, P.O. Box #3035, Louisville, KY 40215-5305.

The minimum payment each month will be equal to 2% of the new balance or \$10, plus: (a) any past due amounts appearing on your statement; and (b) the amount by which the new balance exceeds your credit line.

All payments by mail must be made by check or money order. Payments may and be made using a transfer or convenience check. You agree that any payment you make may be returned to you without applying it to your account and without prior notice or notice, for reasons including, but not limited to, that the check or money order: (1) is not drawn on the U.S. Post Office or a financial institution located in the United States; (2) is missing a signature; (3) is drawn with different names and written amounts; (4) contains a restrictive endorsement; (5) is post dated; (6) is not payable to Direct Merchants Bank, or Direct Merchant Credit Card Bank, N.A.; (7) is not payable in U.S. dollars; (8) is not paid upon presentation; or (9) is drawn on a transfer or convenience check. You agree to pay any bank collection fees we incur for any check payments made in U.S. dollars drawn on a financial institution not located in the United States. All payments under this Agreement must be received at the address specified on your billing statement.

HOW WE FIGURE FINANCE CHARGES

The periodic finance charge is calculated separately for purchases and cash advances. To calculate the finance charge for purchases, we multiply the average daily balance for purchases times the monthly periodic rate for purchases. There is no finance charge for purchases when a grace period applies. To calculate the finance charge for cash advances, we multiply the average daily balance for cash advances times the monthly periodic rate for cash advances, then add applicable cash advance transaction fees. The account is subject to a minimum finance charge of \$0.

AVERAGE DAILY BALANCES

We calculate average daily balances separately for purchases and for cash advances. In each case, we start by calculating a "daily balance" for each day in the billing cycle.

*The daily balance of purchases for any day is equal to the previous day's daily balance plus any new purchases and any other charges that we add that day and minus any payments and credits we apply to purchases that day.

We add new purchases to the daily balance on the purchase date.

If other charges (like annual fees, late charges, over limit charges and finance charges) appear on a monthly periodic statement, we add them to your daily balance on the day following the closing date of the statement.

We apply payments and credits on the day they are received.

*The daily balance of cash advances on any day is equal to the previous day's daily balance for cash advances, plus any new cash advances made that day and minus any payments and credits applied to cash advances that day. If you incur cash advance transaction fees during the period covered by a monthly periodic statement, we add them to your daily balance on the day following the closing date of the statement. We treat any cash advances obtained by transfer or convenience checks as having been made on the transaction date shown on your periodic statement.

DEFAULT AND TERMINATION OF AGREEMENT

You will be in default under this Agreement upon: (a) your failure to make at least the minimum payment by the date specified in your statement; (b) your violation of any other provision of this Agreement; (c) your death; (d) your becoming the subject of bankruptcy or insolvency proceeding; (e) you becoming the subject of attachment, foreclosure, repossession, legal judgment or garnishment proceedings; (f) your failure to supply us with any information we reasonably deem necessary; (g) you supplying us with misleading, false, incomplete or incorrect information; (h) our receipt of information that you are unwilling or unable to perform the terms or conditions of this Agreement; (i) our receipt of information from third parties, including credit reporting agencies, which indicates a serious delinquency or charge-off with other creditors; or (j) your moving out of the U.S. After your account balance will continue to accrue finance charges at the contract rate. Balances outstanding under this Agreement when your credit line is reduced or terminated will continue to accrue finance charges until paid in full and are subject to all the terms and conditions of this Agreement. Upon default, we have the right to terminate or suspend your credit privileges under this Agreement, to change the terms of your Account and this Agreement, to require you to pay your entire account balance including all accrued but unpaid charges immediately, and to sue you for what you owe. You will pay our court costs, reasonable attorneys' fees and other collection costs related to the default in the action permitted by applicable law. Upon default, we will apply your payments first to attorneys' fees and then in the order set forth under Application of Payments.

CREDIT AUTHORIZATIONS

Some transactions will require our prior authorization and you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for any refusal to accept or honor your card. Cards are issued with an expiration date. We have the right to renew your card for any reason. CARD CANCELLATION The card(s) transfer and convenience check issued to you remain our property. Upon cancellation, you agree to return your card(s) and any unused master or convenience check to us.

CLOSING YOUR ACCOUNT

You can cancel or close your Account by writing to us at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222. Your notice becomes effective within five days after we receive it. If you cancel the Account, you must immediately pay everything you owe us, including any amount owed but not yet billed to you. If you do not pay immediately, outstanding balances will continue to accrue finance and other charges and be subject to the terms and conditions of this Agreement. You also agree to return your card(s) and any unused transfer and/or convenience checks to us. We will not honor any transfer or convenience check written on your Account if we receive the check after your Account is canceled.

LIAIBILITY FOR UNAUTHORIZED USE

You should retain your copies of all charge slips until you receive your statement, at which time you should verify that the charges are true and the amounts outlined. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. Notification must be given by you immediately upon learning of the loss, theft or possible unauthorized use by calling us at 1-800-201-9928 or writing us at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222. In any case, your liability for unauthorized use of your credit card will not exceed \$50. However, unauthorized use does not include use by a person to whom you have given the credit card or authority to use the account, and you will be liable for all use by such a user. To terminate this authority, you must retrieve the credit card from

Debtmaster Professional

File Edit Tasks Options Window Help



right click for options

Debtor ID	688825	Type	Consumer	SSN	DOB	DL	ST	Address	Attorney ID	1013
Name	RHONDA FRANTZ			206-52-5827				James Apple, Esquire	Name	
								Apple & Apple, PC	Firm	
								4650 Baum Blvd	Address	
								Pittsburgh, PA 15213		
								800-474-2775		
								412-682-3138		
Account Details Window										
ID	688825	Debt Type	CCD	Service Date	10/23/1997	Last Charge Date			Transit No	
Status	311-Auto handling for CFSI	Call Plan	007			First Delinquency	05/31/2001		Acc No	
Date	10/21/2003	Fee Plan	AAA			Charge Off Date			Name	
Ct ID	4335	Cont Plan	UNI			List Date	06/18/2002		Address	
Org Ct	DIRECT MERCHANTS CREDIT	Sales Rep	001			Int Cate Date	06/18/2002		Phone	
Ct Ref No	UQ083540	Int Rate	18.00			Last Pmt Date				
Bureau Report	<input checked="" type="checkbox"/>	Last Report	11/10/2003			Statute Date				
Debt Descr										
Comments	5458000434045221									
Principal	\$3,932.47	Original	Accrued	Adjustments	Paid	Balance			Details	
Interest	\$217.27	\$1,105.40		\$0.00	\$0.00	\$3,932.47				
Court Cost	\$0.00			\$0.00	\$0.00	\$1,382.67				
Check Fee	\$0.00			\$0.00	\$0.00	\$0.00				
Attorney Fee	\$0.00			\$0.00	\$0.00	\$0.00				
Service Fee	\$0.00			\$0.00	\$0.00	\$0.00				
Misc. Fees	\$0.00			\$0.00	\$0.00	\$0.00				
						\$5,255.14				
X-1337										
Balance Warning (45 characters only)										
Warning Log Cancel										
OK Cancel										

Start

Debtmaster

1:37 PM

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AFFIDAVIT

I, Patricia Cobb, Esquire, of Commonwealth Financial Systems, Inc., Plaintiff herein, verify that the statements of fact contained in the foregoing Complaint 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.

2-18-04
Date:

Patricia A Cobb
PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 100926

CFSI File No. 68825
Rhonda Frantz

In The Court of Common Pleas of Clearfield County, Pennsylvania

COMMONWEALTH FINANCIAL SYSTEMS INC.

Sheriff Docket # 15292

VS.

FRANTZ, RHONDA

04-327-CD

COMPLAINT

SHERIFF RETURNS

NOW MARCH 10, 2004 AT 10:13 AM SERVED THE WITHIN COMPLAINT ON RHONDA FRANTZ, DEFENDANT AT RESIDENCE, 316 S. STATE ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RHONDA FRANTZ A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: MCCLEARY

Return Costs

Cost	Description
32.25	SHERIFF HAWKINS PAID BY: ATTY CK# 1517
10.00	SURCHARGE PAID BY: ATTY CK# 1518

Sworn to Before Me This

5th Day Of *May* 2004
William A. Shaw
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
My Name is Harry
Chester A. Hawkins
Sheriff

FILED

01:35 AM
MAY 05 2004

William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA**

**Commonwealth Financial Systems, Inc.,
assignee of Unifund CCR Partners, assignee
of Direct Merchants Credit Card Bank**

**NO. 2004-327-CD
IN CIVIL ACTION**

Rhonda Frantz

-vs- *Plaintiff(s)*

Defendant(s)

**PRAECIPE FOR DEFAULT
JUDGMENT
CODE-
FILED ON BEHALF OF
PLAINTIFF**

**COUNSEL OF RECORD
FOR THIS PARTY:**

*James R. Apple, Esq.
PA I.D. No 37942
Charles F. Bennett, Esq.
PA I.D. No 30541
Joel Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone (412) 682-1466*

FILED

JUN 01 2004

William A. Shaw
Prothonotary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA**

**Commonwealth Financial Systems, Inc.,
assignee of Unifund CCR Partners, assignee
of Direct Merchants Credit Card Bank**

-vs- *Plaintiff(s)*

NO. 2004-327-CD
IN CIVIL ACTION

Rhonda Frantz

Defendant(s)

PRAECLPICE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the above- named Defendant(s) in Default of an Answer, in the amount of \$8,388.20, computed as follows:

Amount named in Complaint	\$5,255.14
Interest from June 19, 2002 to May 19, 2004 on \$5,255.14	\$1,819.28
Attorney fees	\$1,313.78
TOTAL	\$8,388.20

I certify that Notice of the intention to enter this Judgment was given pursuant to Pa. R.C.P. 237.1. A copy of said Notice is attached, and was mailed on May 6, 2004 by regular mail, postage prepaid and, addressed as follows:

Defendant: Rhonda Frantz
316 S. State Street
Du Bois PA 15801

APPLE AND APPLE, P.C.

Dated: 5/24/04

By:  Attorneys for the Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL
SYSTEMS, INC., assignee of
UNIFUND CCR PARTNERS, assignee
of DIRECT MERCHANTS CREDIT
CARD BANK

NO. 2004-327 CD
IN CIVIL ACTION

Plaintiff(s)

-VS-

RHONDA FRANTZ

Defendant(s)

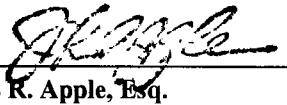
Rhonda Frantz
316 S. State Street
Du Bois, PA 15801

Date of Notice: May 6, 2004

IMPORTANT NOTICE

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.

Keystone Legal Services
211 1/2 East Locust Street
Clearfield, PA 16830
814-765-9646

By: 

James R. Apple, Esq.
Attorneys for Plaintiff(s)
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone (412) 682-1466

FILED
IN 2004 BY PD 20.00
NOTICE TO DEFENDANT
JUN 01 2004

William A. Shaw
Prothonotary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA**

**Commonwealth Financial Systems, Inc.,
assignee of Unifund CCR Partners, assignee
of Direct Merchants Credit Card Bank**

**NO. 2004-327-CD
IN CIVIL ACTION**

-vs- *Plaintiff(s)*

Rhonda Frantz

Defendant(s)

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff Defendant Garnishee

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

Assumpsit Judgment in the amount of \$8,388.20, plus costs.

Trespass Judgment in the amount of \$_____.

If not satisfied within sixty (60) days, your motor vehicle operator's license and/or

Registration will be suspended by the Dept. of Transportation, Bureau of Traffic Safety, Harrisburg, PA.

Entry of Judgment

Court Order

Non-Pros

Confession

Default

Verdict

Arbitration Award

Other

Rhonda Frantz
316 S. State Street
Du Bois, PA 15801

PROTHONOTARY

**By: _____
Prothonotary(or Deputy)**

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

Commonwealth Financial Systems, Inc.
Unifund CCR Partners
Direct Merchants Credit Card Bank
Plaintiff(s)

No.: 2004-00327-CD

Real Debt: \$8,388.20

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Rhonda Frantz
Defendant(s)

Entry: \$20.00
Instrument: Default Judgment

Date of Entry: June 1, 2004

Expires: June 1, 2009

Certified from the record this 1st day of June, 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

THE HONORABLE FREDRIC J. AMMERMAN, PRESIDING

THURSDAY, MARCH 11, 2004:

1:30	IN RE: PRIVATE ROAD, GOSHEN TOWNSHIP No. 04-238-CD Proceeding to Open Private Road	Peter F. Smith, Esquire
2:00	DUBROOK, INC. vs. RICHARD BLOSE No. 02-1770-CD Plaintiff's Second Motion for Sanctions	Ronald T. Elliott, Esquire
2:30	LARRY F. SMYERS vs. MID-EAST OIL COMPANY No. 03-1598-CD Defendant's Preliminary Objections to Amended Complaint and Motion to Determine Sufficiency of Plaintiff's Answers to Defendant's Request for Admissions	Matthew B. Taladay, Esquire Nathaniel C. Parker, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL
SYSTEMS, INC., assignee of
UNIFUND CCR PARTNERS, assignee
of DIRECT MERCHANTS CREDIT
CARD BANK

NO. 2004-327 CD
IN CIVIL ACTION

Plaintiff(s)

-vs-

RHONDA FRANTZ

Defendant(s)

**PRAECIPE FOR WRIT
OF EXECUTION**

CODE-
FILED OF BEHALF OF
PLAINTIFF

**COUNSEL OF RECORD
FOR THIS PARTY:**

James R. Apple, Esq.
PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213
Telephone: 412-682-1466
Fax: 412-682-3138

FILED *ccs*
Sep 10 2004 *LeWitts to*
SEP 23 2004 *Shff*
Atty pd. 20.00

William A. Shaw
Prothonotary Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL
SYSTEMS, INC., assignee of
UNIFUND CCR PARTNERS, assignee
of DIRECT MERCHANTS CREDIT
CARD BANK

NO. 2004-327 CD
IN CIVIL ACTION

-vs- Plaintiff(s)

RHONDA FRANTZ

Defendant(s)

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue the Writ of Execution in the above-captioned matter...

(1) directed to the Sheriff of **Clearfield** County;

(2) against Defendant(s) **Rhonda Frantz**

(3) against Garnishee(s)

(4) Judgment: \$8,388.20

Interest from May 20, 2004 to September 10, 2004

On \$8,388.20

Amount of Interest \$151.67

Payments \$

SUBTOTAL \$8,539.87

Costs (to be added by Prothonotary) \$ 125.00 **Prothonotary costs**

APPLE AND APPLE, P.C.

Dated: 9/21/04

By: J. R. Apple

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Commonwealth Financial Systems, Inc.,
assignee of Unifund CCR Partners, assignee
of Direct Merchants Credit Card Bank

Vs.

NO.: 2004-00327-CD

Rhonda Frantz

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due COMMONWEALTH FINANCIAL SYSTEMS, INC., assignee of UNIFUND CCR PARTNERS, assignee of DIRECT MERCHANTS CREDIT CARD BANK, Plaintiff(s) from RHONDA FRANTZ, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Personal Property

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) 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/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE:.....\$8,388.20

PAID:.....\$125.00

INTEREST from May 20, 2004 to

SHERIFF: \$

September 10, 2004 on \$8,388.20:.....\$151.67

OTHER COSTS: \$

PROTH. COSTS: \$

ATTY'S COMM: \$

DATE: 09/23/2004

William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: James R. Apple, Esq.
4650 Baum Boulevard
Pittsburgh, PA 15213
(412) 682-3138

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16577
NO: 04-327-CD

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC. ASSIGNEE OF UNIFUND CCR PARTNERS ET AL
VS.
DEFENDANT: FRANTZ, RHONDA

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 09/23/2004

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 12/09/2005

DETAILS

@ SERVED RHONDA FRANTZ

NOTHING TO LEVY, NO PERSONAL PROPERTY IN DEFENDANT'S NAME.

@ SERVED

NOW, DECEMBER 9, 2005 RETURN THE WRIT AS NO SALE HELD NO PROPERTY TO LEVY, TIME EXPIRED.

FILED
01/16/05
DEC 09 2005
WM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16577
NO: 04-327-CD

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC. ASSIGNEE OF UNIFUND CCR PARTNERS ET AL
vs.

DEFENDANT: FRANTZ, RHONDA

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$101.48

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,


In Care of Amherst Butler & Heppner
Chester A. Hawkins
Sheriff

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW

Commonwealth Financial Systems, Inc.,
assignee of Unifund CCR Partners, assignee
of Direct Merchants Credit Card Bank

Vs.

NO.: 2004-00327-CD

Rhonda Frantz

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due COMMONWEALTH FINANCIAL SYSTEMS, INC., assignee of UNIFUND CCR PARTNERS, assignee of DIRECT MERCHANTS CREDIT CARD BANK, Plaintiff(s) from RHONDA FRANTZ, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) 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/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE:.....\$8,388.20

PAID:.....\$125.00

INTEREST from May 20, 2004 to

SHERIFF: \$

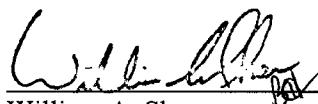
September 10, 2004 on \$8,388.20:.....\$151.67

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 09/23/2004



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 23rd day
of September A.D. 2004
At 3:45 A.M./P.M.

Requesting Party: James R. Apple, Esq.
4650 Baum Boulevard
Pittsburgh, PA 15213
(412) 682-3138

Chesler A. Heeney
Sheriff by Cynthia Butler-Gough-Law

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME RHONDA FRANTZ

NO. 04-327-CD

NOW, December 09, 2005, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Frantz, Rhonda to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	9.00	DEBT-AMOUNT DUE	8,388.20
MILEAGE LEVY	14.25	INTEREST @ % FROM TO	0.00
MILEAGE POSTING	14.25	PROTH SATISFACTION	
HANDBILLS		LATE CHARGES AND FEES	
COMMISSION	0.00	COST OF SUIT-TO BE ADDED	
POSTAGE	1.48	FORECLOSURE FEES	
HANDBILLS		ATTORNEY COMMISSION	
DISTRIBUTION		REFUND OF ADVANCE	
ADVERTISING		REFUND OF SURCHARGE	20.00
ADD'L SERVICE		SATISFACTION FEE	
ADD'L POSTING		ESCROW DEFICIENCY	
ADD'L MILEAGE	28.50	PROPERTY INSPECTIONS	
ADD'L LEVY		INTEREST	151.67
BID AMOUNT		MISCELLANEOUS	
RETURNS/DEPUTIZE			
COPIES	15.00	TOTAL DEBT AND INTEREST	\$8,786.35
	5.00		
BILLING/PHONE/FAX	5.00	COSTS:	
CONTINUED SALES		ADVERTISING	0.00
MISCELLANEOUS	9.00	TAXES - COLLECTOR	
		TAXES - TAX CLAIM	
TOTAL SHERIFF COSTS	\$101.48	DUE	
		LIEN SEARCH	
		ACKNOWLEDGEMENT	
		SHERIFF COSTS	101.48
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	125.00
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		TOTAL COSTS	\$226.48
		TOTAL COSTS	\$8,786.35

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

In the Court of Common Pleas of Clearfield County, Pennsylvania

Civil Division

Commonwealth Financial Systems, Inc.
120 N. Keyser Avenue
Scranton, PA 18504

Plaintiff

File No: 2004-327-CD

Vs.

Rhonda Frantz
316 S State St.
Du Bois, PA 15801

Vs.

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

Garnishee (s)

Praeclipe for Entry of Appearance

Kindly enter my appearance on behalf of Commonwealth Financial Systems, Inc. in the above-captioned matter.

Date: 5-3-04

Signature: Patricia A. Lubbe

Print Name: Patricia A. Lubbe

Address: 120 N. Keyser Avenue
Scranton, PA 18504

Telephone No: (570) 347-1115 ext. 202
Supreme Court ID No: 39688

FILED NO CC
MAY 09 2006
MAY 09 2006
JW

William A. Shaw
Prothonotary/Clerk of Courts

PRAECIPE FOR WRIT OF EXECUTION – (MONEY JUDGMENTS)
PA Supreme Court Rule of Civil Procedure 3101 to 3149

Commonwealth Financial Systems, Inc. : Plaintiff : In the Court of Common Pleas of Clearfield
County, Pennsylvania, Civil Division
Vs. :
RHONDA FRANTZ :
316 S STATE ST :
DU BOIS, PA 15801 :
Defendant(s) :
vs :
First Commonwealth Bank :
690 Shaffer Rd :
Du Bois, PA 1501 :
PRAECIPIE FOR WRIT OF EXECUTION AND
ATTACHMENT (MONEY JUDGMENT)
Garnishee :
No 2004-327-CD

To the Prothonotary: **TO SATISFY THE JUDGMENT, ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER**

(1) Directed to the Sheriff of Clearfield County, Pennsylvania;
(2) Against RHONDA FRANTZ, 316 S STATE ST. DU BOIS, PA 15801

Defendant(s)

(3) And against First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

Garnishee(s);

(4) and index this writ

(a) against _____
Defendant(s)

(b) against _____
Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s), any and all accounts of the defendant(s), in the possession of Garnishee, including but not limited to savings account balances; checking account balances; Certificates of Deposit; Money Market Accounts; contents of Safety Deposit Boxes. Defendant's SSN(s): 206-52-5927;

(5) Judgment Amount \$ 8,388.20
Interest 964.62
Clerks Fee 20.00
Sheriff 100.00
Poundage _____
Total 9,472.82

Dated 5-3-04 Prothonotary costs 145.00


Patricia A. Cobb, Esq.
Attorney for Plaintiff

FILED
MAY 09 2006
100-6 wnts
to Shff
Atty pd. 20.00
William A. Shaw
Prothonotary/Clerk of Courts

WRIT OF EXECUTION - (MONEY JUDGMENT) RULES PA. R.C.P. 3252,3111 (a)

Commonwealth Financial Systems, Inc.

Plaintiff :

Vs.

Rhonda Grantz
3165 State St.
Dubois, PA 15801

Defendant(s)

Vs.

First Commonwealth Bank
690 Shaffer Rd
Dubois, PA 15801

Garnishee

Commonwealth of Pennsylvania, County of Clearfield

TO THE SHERIFF OF Clearfield County, Pennsylvania:

To satisfy the judgment, interest and costs against : Rhonda Grantz

Please Satisfy Garnishee As Soon As Possible

Any and all accounts of the defendant(s), in the possession of Garnishee(s), including but not limited to savings account balances, checking account balances, Certificates of Deposit, Money Market Accounts, contents of Safety Deposit Boxes.

Defendant's Social Security Number(s) is/are 200-52-5927

(1) You are also directed to attach the property of the defendant not levied upon in the possession of

First Commonwealth Bank Garnishee(s) per property description.

Confessed Judgment by Complaint:

1. Date of Entry _____
2. Notice of mailing on _____ filed.

And to notify the Garnishee(s) that

- (a) An attachment has been issued;
- (b) The garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivery any property of the defendant(s) or otherwise disposing thereof.
3. If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Dated 5-3-04

(Seal)

Patricia A. Cobb, Esquire

Patricia A. Cobb, Esquire PA Bar ID 39688
120 North Keyser Avenue
Scranton, PA 18504
570-347-1115 Ext. 202

Judgment Amount	\$ <u>8,388.20</u>
Interest	<u>964.02</u>
Clerk's Fee	<u>20.00</u>
Sheriff	<u>100.00</u>
Poundage 2%	
Total	<u>9,472.82</u>
Prothonotary costs	<u>145.00</u>

Clerk of Judicial Records

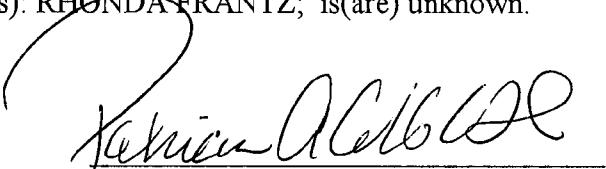
Sheriff / Deputy

Commonwealth Financial Systems, Inc. 120 North Keyser Avenue Scranton, PA 18504	:	In the Court of Common Pleas of Clearfield County, Pennsylvania Civil Division
Plaintiff	:	
vs.	:	
RHONDA FRANTZ 316 S STATE ST DU BOIS, PA 15801	:	No. <u>2004-327-CO</u>
	:	Affidavit under Soldiers and Sailors Relief Civil Relief Act of 1940 as amended.
	:	
Defendant(s)	:	
State of Pennsylvania County of Clearfield } SS:	:	

Patricia A. Cobb, Esquire being duly sworn according to law deposes and says that the above named defendant(s): RHONDA FRANTZ; is(are) not in the military service of the United States of America as defined by the Soldiers' and Sailors' Civil Relief Act of 1940 as amended;

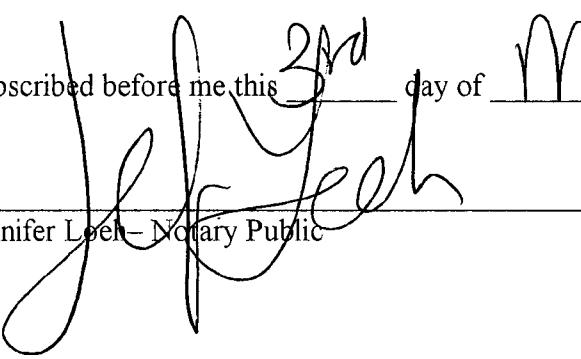
That the defendant(s): RHONDA FRANTZ; is(are) older than eighteen years of age;

That the employment status of the defendant(s): RHONDA FRANTZ; is(are) unknown.

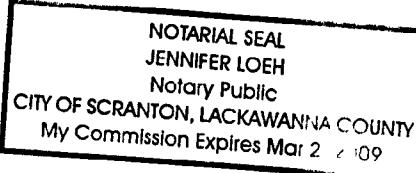


Patricia A. Cobb, Esquire

Subscribed before me this 3rd day of May 2006



Jennifer Loeh - Notary Public



FILED
10/3/06
MAY 09 2006
W.A. Shaw
E.K.

William A. Shaw
Prothonotary/Clerk of Courts

RECEIVED

MAY 12 2006

Commonwealth Financial Systems, Inc.
120 North Keyser Avenue
Scranton, PA 18504

In the Court of Common Pleas of
Clearfield County Pennsylvania
Civil Division

No: 2004-327-CD

Plaintiff

Vs

Rhonda Frantz
316 S State St.
Du Bois, PA 15801

FILED
MAY 15 2006
MAY 19 2006
NO CC

William A. Shaw
Prothonotary/Clerk of Courts

Interrogatories in Attachment

Defendant(s)

Vs

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 15801

Garnishee

RE: Execution of Judgment against your depositor Rhonda Frantz SSN#206-52-5927.

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:

- 1) At the time you were served or at any subsequent time, did the Defendant possess any bank accounts, joint or individual, that were in your custody or control? Please specify joint or individual account. Please list the legal title of any such account(s) and the primary account holder and if known whether joint account is entireties property. For all answers to this and the foregoing Interrogatories, see exhibit "A" attached hereto and made a part hereof.
- 2) At the time you were served or at any subsequent time, what was the balance and account number of the bank account(s) identified in Interrogatory #1?
- 3) At the time you were served or at any subsequent time, please list the average daily balance in the past five (5) months for each such account identified in your answer to Interrogatories number one (1) and two (2) above.

- 4) At the time you were served or at any subsequent time, did the bank account(s) that the Defendant possessed contain funds derived solely from social security funds and/or disability funds?
- 5) At any time before or after you were served, did the Defendant(s) transfer or deliver any property or money to you or to any person or place pursuant to your direction or consent, and if so, what was the consideration therefore?
- 6) At any time after you were served, did you pay, transfer or deliver any money or property to the Defendant(s) or to any person or place pursuant to the Depositor's direction or otherwise discharge any claim of the Depositor against you?
- 7) At the time you were served or at any subsequent time, did you have, share, or utilize any safe-deposit boxes, pledges, documents of title, securities, notes, coupons, receivable, license, or collateral in which there was an interest claimed by Defendant(s)?
- 8) Identify every other account (not previously noted) titled in the name of Defendant(s) in which you believe Defendant(s) have an interest in whole or part, whether or not styled as a payroll account, individual retirement account, tax account, lottery account, partnership account, joint or tenants by entirety account, insurance account, trust or escrow account, attorney's account, or otherwise.
- 9) To the extent that you're above answers depend in whole or part on documents, account records, or other papers or electronic data, describe each in exact detail (or attach a copy of the same).

Commonwealth Financial Systems, Inc.

By 

Patricia A. Cobb, Esquire
120 N Keyser Ave
Scranton, PA 18504
570-347-1115 Ext. 202

EXHIBIT "A"
ANSWERS TO INTERROGATORIES

1. Yes, checking account number 0622520672 into Rhonda J. Frantz, SS#206-52-5927 with a current balance of zero.
2. See #1 above
3. April 2006 \$-16.02
 March 2006 \$50.77
 February 2006 \$55.44
 January 2006 \$642.51
 December 2006 \$174.50
 November 2006 \$280.76
4. No
5. No
6. No
7. No
8. N/A
9. All of the above

VERIFICATION

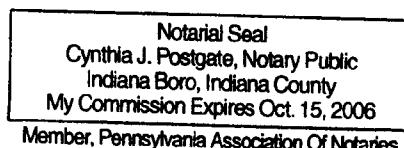
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF *Indiana*)

On this 16th day of May 2006 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared JAMES A. BOYLE, who being duly sworn according to law, acknowledged that he is Vice President of First Commonwealth Bank, and that the facts set forth in the foregoing Interrogatories are true and correct to the best of his knowledge and belief.


James A. Boyle, Vice President
First Commonwealth Bank

Sworn and subscribed to before me
This 11th day of May 2006

Cynthia Hotgat
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101517
NO: 04-327-CD
SERVICE # 1 OF 1
WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC.

vs.

DEFENDANT: RHONDA FRANTZ
TO: FIRST COMMONWEALTH BANK

SHERIFF RETURN

NOW, May 11, 2006 AT 2:45 PM SERVED THE WITHIN WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON FIRST COMMONWEALTH BANK DEFENDANT AT 690 SHAFFER ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO AMBER TAMI, TELLER SERVICES SUPERVISOR A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED
01/30/2006
MAY 24 2006
SHERIFF

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	COMM.FINAN.	19379	10.00
SHERIFF HAWKINS	COMM.FINAN.	19379	36.80

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

Chester A. Hawkins
by Mailey Harr
Chester A. Hawkins
Sheriff

PRAECIPE FOR WRIT OF EXECUTION – (MONEY JUDGMENTS)
PA Supreme Court Rule of Civil Procedure 3101 to 3149

Commonwealth Financial Systems, Inc. Plaintiff : In the Court of Common Pleas of Clearfield
County, Pennsylvania, Civil Division
Vs. :

RHONDA FRANTZ
316 S STATE ST
DU BOIS, PA 15801
Defendant(s) :
vs. :

First Commonwealth Bank Plaintiff : PRAECIPIE FOR WRIT OF EXECUTION AND
690 Shaffer Rd ATTACHMENT (MONEY JUDGMENT)
Du Bois, PA 1501
Garnishee :

To the Prothonotary: **TO SATISFY THE JUDGMENT, ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER**

(1) Directed to the Sheriff of Clearfield County, Pennsylvania;
(2) Against RHONDA FRANTZ, 316 S STATE ST. DU BOIS, PA 15801

Defendant(s)
(3) And against First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501
Garnishee(s);

(4) and index this writ

(a) against _____ Defendant(s)
(b) against _____ Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s), any and all accounts of the defendant(s), in the possession of Garnishee, including but not limited to savings account balances; checking account balances; Certificates of Deposit; Money Market Accounts; contents of Safety Deposit Boxes. Defendant's SSN(s): 206-52-5927;

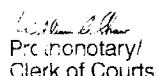
(5)	Judgment Amount	\$ <u>8,388.20</u>
	Interest	<u>964.62</u>
	Clerks Fee	<u>20.00</u>
	Sheriff	<u>100.00</u>
	Poundage	
	Total	<u>9,472.82</u>

Dated 5-3-06 Prothonotary certifies this to be 145.00
and attested copy of the original
statement filed in this case


Patricia A. Cobb, Esq.
Attorney for Plaintiff

MAY 09 2006

Attest:


William B. Goss
Prothonotary/
Clerk of Courts

WRIT OF EXECUTION - (MONEY JUDGMENT) RULES PA. R.C.P. 3252,3111 (a)

Commonwealth Financial Systems, Inc.

Plaintiff :

Vs.

Rhonda Frankz
3105 State St.
Dubois, PA 15801

Defendant(s)

Vs.

First Commonwealth Bank
690 Shaffer Rd
Dubois, PA 15801

Garnishee

Commonwealth of Pennsylvania, County of Clearfield

TO THE SHERIFF OF Clearfield County, Pennsylvania:

To satisfy the judgment, interest and costs against : Rhonda Frankz

Please Serve Garnishee As Soon As Possible

Any and all accounts of the defendant(s), in the possession of Garnishee(s), including but not limited to savings account balances, checking account balances, Certificates of Deposit, Money Market Accounts, contents of Safety Deposit Boxes. Defendant's Social Security Number(s) is/are 200-52-5927

(1) You are also directed to attach the property of the defendant not levied upon in the possession of

First Commonwealth Bank Garnishee(s) per property description.

BANK

Confessed Judgment by Complaint:

1. Date of Entry _____

2. Notice of mailing on _____ filed.

And to notify the Garnishee(s) that

(a) An attachment has been issued;

(b) The garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivery any property of the defendant(s) or otherwise disposing thereof.

3. If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Dated

5-3-04

(Seal)

Patricia A. Cobb, Esquire PA Bar ID 39688

120 North Keyser Avenue

Scranton, PA 18504

570-347-1115 Ext. 202

Received 5-10-04 at 3:00pm

Chester A. Hauck, Sheriff
Lyman, Hauck

Judgment Amount	\$ 8,388.20
Interest	964.02
Clerk's Fee	20.00
Sheriff	100.00
Poundage 2%	
Total	9,472.82
Prothonotary costs	145.00

Clerk of Judicial Records

Sheriff / Deputy

WRIT OF EXECUTION - (MONEY JUDGMENT) RULES PA. R.C.P. 3252,3111 (a)

Commonwealth Financial Systems, Inc.

Plaintiff:

Vs.

Rhonda Frank
3165 State St.
Dubois, PA 15801

In the Court of Common Pleas of
Clearfield County, Pennsylvania
Civil Division

No. 2004-327-CJ

Defendant(s):

Vs.

First Commonwealth Bank
690 Shaffer Rd
Dubois, PA 15801

Garnishee:

Commonwealth of Pennsylvania, County of Clearfield

TO THE SHERIFF OF Clearfield County, Pennsylvania:

To satisfy the judgment, interest and costs against: Rhonda Frank

Please Satisfy Garnishee As Soon As Possible

Any and all accounts of the defendant(s), in the possession of Garnishee(s), including but not limited to savings account balances, checking account balances, Certificates of Deposit, Money Market Accounts, contents of Safety Deposit Boxes.

Defendant's Social Security Number(s) is/are 200-52-5927

(1) You are also directed to attach the property of the defendant not levied upon in the possession of

First Commonwealth Bank Garnishee(s) per property description.

Bank

Confessed Judgment by Complaint:

1. Date of Entry _____
2. Notice of mailing on _____ filed.

And to notify the Garnishee(s) that

- (a) An attachment has been issued;
- (b) The garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivery any property of the defendant(s) or otherwise disposing thereof.
3. If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Dated 5-3-04

(Seal)

Patricia A. Cobb, Esquire

Patricia A. Cobb, Esquire PA Bar ID 39688

120 North Keyser Avenue

Scranton, PA 18504

570-347-1115 Ext. 202 Recd 5-10-06 C JWM

Chester A. Hawkins Sheriff
My Marilyn Hamm

Judgment Amount	\$ <u>8,388.20</u>
Interest	<u>964.00</u>
Clerk's Fee	<u>20.00</u>
Sheriff	<u>100.00</u>
Poundage 2%	
Total	<u>9,472.80</u>
Prothonotary costs	<u>145.00</u>

W.H. Hays
Clerk of Judicial Records

Sheriff / Deputy

Commonwealth Financial Systems, Inc.
Scranton, PA 18504
120 North Keyser Avenue

: In the Court of Common Pleas of
Clearfield County, Pennsylvania Civil
Division
Plaintiff

Vs.

No: 2004-327-CD

Rhonda Frantz
316 S State St.
Du Bois, PA 15801

**Praeclipe to Dissolve the Attachment
Against Garnishee.**

Defendant

Vs.

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 15801

Garnishee

FILED
MAY 11 2006
MAY 30 2006 PLEF PD
7.00

William A. Shaw
Prothonotary/Clerk of Courts

To the Prothonotary of Clearfield County Pennsylvania:

Please enter the above Praeclipe to Dissolve the Attachment Against Garnishee.

Thank you,

Patricia A. Cobb, Esq.

Patricia A. Cobb, Esquire
Lawyer ID # 39688
Commonwealth of Pennsylvania
Lackawanna County

Sworn and subscribed before me on this 24th day of May 2006

Jennifer Loeh, Notary Public

NOTARIAL SEAL
JENNIFER LOEH
Notary Public
CITY OF SCRANTON, LACKAWANNA COUNTY
My Commission Expires Mar 2, 2009

In the Court of Common Pleas of Clearfield, County Pennsylvania

Civil Division

FILED *No CC*
m 12:33 PM
DEC 17 2007 *(6A)*

William A. Shaw
Prothonotary/Clerk of Courts

Commonwealth Financial Systems, Inc.
120 N. Keyser Avenue
Scranton, PA 18504

Plaintiff

File No: 2004-327-CD

Vs.

Rhonda Frantz
316 State St.
DuBois, PA 15801

Defendant

Vs.

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

Garnishee

Praecipe for Entry of Appearance

Kindly enter my appearance on behalf of Commonwealth Financial Systems, Inc. in the above-captioned matter.

Date: 12.13.07

Signature: Patricia A. Cull, Esq.
Print Name: Patricia A. Cull, Esq.
Address: 120 N. Keyser Avenue
Scranton, PA 18504
Telephone No: (570) 347-1115 ext. 202
Supreme Court ID No: 39688

PA Supreme Court Rule of Civil Procedure 3101 to 3149

Commonwealth Financial Systems, Inc.

Plaintiff

In the Court of Common Pleas of Clearfield
County, Pennsylvania, Civil Division

vs.

RHONDA FRANTZ
316 S STATE ST
DU BOIS, PA 15801

No 2004-327-CD

Defendant(s)

vs

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

PRAECLPIE FOR WRIT OF EXECUTION AND
ATTACHMENT (MONEY JUDGMENT)

Amend & Reissue

Garnishee

Reissue

To the Prothonotary: **TO SATISFY THE JUDGMENT, ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER**

(1) Directed to the Sheriff of Clearfield County, Pennsylvania;
(2) Against RHONDA FRANTZ, 316 S STATE ST. DU BOIS, PA 15801

Defendant(s)

(3) And against First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

Garnishee(s);

(4) and index this writ

(a) against _____
Defendant(s)

(b) against _____
Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s), any and all accounts of the defendant(s), in the possession of Garnishee, including but not limited to savings account balances; checking account balances; Certificates of Deposit; Money Market Accounts; contents of Safety Deposit Boxes. Defendant's SSN(s): 206-52-5927;

(5)	Judgment Amount	<u>\$8,388.20</u>
	Interest	<u>1,741.48</u>
	Clerks Fee	<u>172.00</u>
	Sheriff	_____
	Poundage	_____
	Total	_____

Prothonotary costs

Dated 12.13.07

FILED Piffpd. 20.00
12/13/07 2C carolworts
DEC 17 2007 to Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

CK

Patricia A. Cobb, Esq.
Attorney for Plaintiff

Patricia A. Cobb, Esq.
#39688

120 N Keyser Ave
Scranton, PA 18504
570-347-1115

Commonwealth Financial Systems, Inc.	:	In the Court of Common Pleas of
120 North Keyser Avenue	:	Clearfield County, Pennsylvania
Scranton, PA 18504	:	Civil Division
Plaintiff		
Vs.	:	
RHONDA FRANTZ	:	
316 S STATE ST	:	
DU BOIS, PA 15801	:	
Defendant(s)		
Vs.	:	
First Commonwealth Bank	:	
690 Shaffer Rd	:	
Du Bois, PA 1501	:	
Garnishee		
	:	
	:	
	:	
	:	

No. 2004-327-CD

Writ of Execution (Money Judgment)

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. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or rights.

If you have claimed an exemption, you should do the following promptly: (1) fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court 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.

Name

Address

Telephone Number

Writ of Execution – (Money Judgment)
PA RCP 3101 to 3149

Commonwealth Financial Systems, Inc.	:	In the Court of Common Pleas of
120 North Keyser Avenue	:	Clearfield County Pennsylvania
Scranton, PA 18504	:	Civil Division
Plaintiff		
Vs.	:	
Rhonda Frantz	:	NO. 2004-327-CD
316 S State St.	:	
Du Bois, PA 15801	:	Writ of Execution (Money Judgment)
v.s.		
First Commonwealth Bank	:	
690 Shaffer Rd	:	
Du Bois, PA 1501	:	
Garnishee		

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, School books, sewing machines, uniforms and equipment
3. Most wages and unemployment benefits
4. Social Security Benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE SHERIFF OF Clearfield County:

WRIT OF EXECUTION – CLAIM FOR EXEMPTION

To the Sheriff of **Clearfield** County, Pennsylvania:

I, the 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 \$300.00 statutory 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 for exemption)

(2) From my property which is in the possession of a third party, I claim the following exemptions:

a. My statutory exemption: [] in cash; [] in kind (specify property):

b. Social Security Benefits on deposit in the amount of
\$ _____.

c. Other (specify amount and basis of exemption)
\$ _____

I request a court hearing to determine the exemption. Notice of hearing should be given to me at:

(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 THE OFFICE
OF THE SHERIFF OF **Clearfield** COUNTY

Commonwealth Financial Systems, Inc.	:	In the Court of Common Pleas of
120 North Keyser Avenue	:	Clearfield County, Pennsylvania
Scranton, PA 18504	:	Civil Division
	:	
	:	No: 2004-327-CD
Vs	:	
	:	
Rhonda Frantz	:	
316 S State St.	:	
Du Bois, PA 15801	:	
	:	
	:	
	:	Interrogatories in Attachment
Defendant(s)	:	
	:	
Vs	:	
	:	
First Commonwealth Bank	:	
690 Shaffer St.	:	
Du Bois, PA 1501	:	
	:	
	:	
Garnishee	:	

RE: Execution of Judgment against your depositor Rhonda Frantz SSN#206-52-5927.

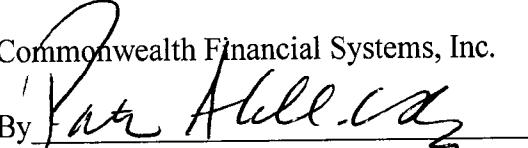
You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you:

- 1) At the time you were served or at any subsequent time, did the Defendant possess any bank accounts, joint or individual, that were in your custody or control? Please specify joint or individual account. Please list the legal title of any such account(s) and the primary account holder and if known whether joint account is entireties property.

- 2) At the time you were served or at any subsequent time, what was the balance and account number of the bank account(s) identified in Interrogatory #1?

- 3) At the time you were served or at any subsequent time, please list the average daily balance in the past five (5) months for each such account identified in your answer to Interrogatories number one (1) and two (2) above.

- 4) At the time you were served or at any subsequent time, did the bank account(s) that the Defendant possessed contain funds derived solely from social security funds and/or disability funds?
- 5) At any time before or after you were served, did the Defendant(s) transfer or deliver any property or money to you or to any person or place pursuant to your direction or consent, and if so, what was the consideration therefore?
- 6) At any time after you were served, did you pay, transfer or deliver any money or property to the Defendant(s) or to any person or place pursuant to the Depositor's direction or otherwise discharge any claim of the Depositor against you?
- 7) At the time you were served or at any subsequent time, did you have, share, or utilize any safe-deposit boxes, pledges, documents of title, securities, notes, coupons, receivable, license, or collateral in which there was an interest claimed by Defendant(s)?
- 8) Identify every other account (not previously noted) titled in the name of Defendant(s) in which you believe Defendant(s) have an interest in whole or part, whether or not styled as a payroll account, individual retirement account, tax account, lottery account, partnership account, joint or tenants by entirety account, insurance account, trust or escrow account, attorney's account, or otherwise.
- 9) To the extent that you're above answers depend in whole or part on documents, account records, or other papers or electronic data, describe each in exact detail (or attach a copy of the same).

Commonwealth Financial Systems, Inc.
By 
Patricia A. Cobb, Esquire
120 N Keyser Ave
Scranton, PA 18504
570-347-1115 Ext. 202

120 North Keyser Avenue
Scranton, PA 18504

Plaintiff

Vs.

RHONDA FRANTZ
316 S STATE ST
DU BOIS, PA 15801

Clearfield County, PA
Civil Division

No: 2004-327-CO

Defendant

Vs.

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

Garnishee

Return Of Service of Process

Service Attempts:

Date: _____

Time: _____

Date: _____

Date: _____

Person Served: _____

Date: _____

Relation: _____

Date: _____

Place of Service: _____

Date: _____

Deputy: _____

Additional Defendant _____

Additional Defendant _____

Garnishee _____

Special Instructions:

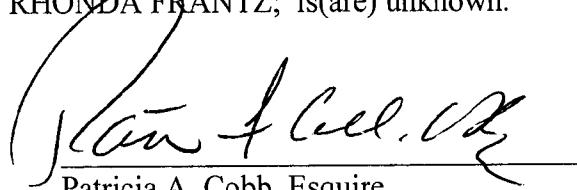
120 North Keyser Avenue : Clearfield County, Pennsylvania
Scranton, PA 18504 : Civil Division
Plaintiff :
vs. :
RHONDA FRANTZ :
316 S STATE ST :
DU BOIS, PA 15801 :
Defendant(s) :
:

State of Pennsylvania
County of Clearfield } SS:

Patricia A. Cobb, Esquire being duly sworn according to law deposes and says that the above named defendant(s): RHONDA FRANTZ; is(are) not in the military service of the United States of America as defined by the Soldiers' and Sailors' Civil Relief Act of 1940 as amended;

That the defendant(s): RHONDA FRANTZ; is(are) older than eighteen years of age;

That the employment status of the defendant(s): RHONDA FRANTZ; is(are) unknown.

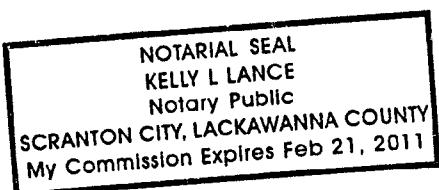


Patricia A. Cobb, Esquire

Subscribed before me this 13th day of December 2010



Kelly Lance
Kelly L Lance - Notary Public



Commonwealth Financial Systems, Inc.

Plaintiff :

Vs.

RHONDA FRANTZ
316 S STATE ST
DU BOIS, PA 15801

Defendant(s) :

Vs.

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

Garnishee :

Commonwealth of Pennsylvania, County of Clearfield,

TO THE SHERIFF OF Clearfield County, Pennsylvania:

To satisfy the judgment, interest and costs against :

RHONDA FRANTZ, 316 S STATE ST, DU BOIS, PA 15801, Defendant(s)

Please Serve Garnishee as Seen At Residence.

Any and all accounts of the defendant(s), in the possession of Garnishee(s), including but not limited to savings account balances, checking account balances, Certificates of Deposit, Money Market Accounts, contents of Safety Deposit Boxes. Defendant's Social Security Number(s) is/are 206-52-5927

(1) You are also directed to attach the property of the defendant not levied upon in the possession of

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501 Garnishee(s) per property description.

Confessed Judgment by Complaint:

1. Date of Entry _____
2. Notice of mailing on _____ filed.

And to notify the Garnishee(s) that

(a) An attachment has been issued;
(b) The garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivery any property of the defendant(s) or otherwise disposing thereof.

3. If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Dated 12.13.07
(Seal)

Patricia A. Cobb, Esquire
Patricia A. Cobb, Esquire PA Bar ID 39688
120 North Keyser Avenue
Scranton, PA 18504

570-347-1115 Ext. 202

IF SOCIAL SECURITY OR SUPPLEMENTAL SECURITY INCOME FUNDS ARE DIRECTLY DEPOSITED INTO AN ACCOUNT OF THE DEFENDANT, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE ANY FUNDS THAT MAY BE TRACED TO SUCH DIRECT DEPOSITS. IN ADDITION, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE \$300.00 IN THE ACCOUNT OF THE DEFENDANT.

In the Court of Common Pleas of
Clearfield County, Pennsylvania
Civil Division

No. 2004-327-CD

WRIT OF EXECUTION AND ATTACHMENT

(MONEY JUDGMENT)

Amend & Reseue

Please Serve Garnishee as Seen At Residence.

Any and all accounts of the defendant(s), in the possession of Garnishee(s), including but not limited to savings account balances, checking account balances, Certificates of Deposit, Money Market Accounts, contents of Safety Deposit Boxes. Defendant's Social Security Number(s) is/are 206-52-5927

Judgment Amount \$ 8,388.20
Interest 1,761.48
Clerk's Fee Prothonotary costs 172.00
Sheriff _____
Poundage 2% _____
Total _____

Willie M. Hays 12/17/07
Clerk of Judicial Records

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103547
NO: 04-327-CD
SERVICE # 1 OF 1
AMEND & REISSUE WRIT OF

EXECUTION/INTERROGATORIES

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC.

vs.

DEFENDANT: RHONDA FRANTZ

TO: FIRST COMMONWEALTH BANK, Garnishee

SHERIFF RETURN

NOW, January 11, 2008 AT 10:30 AM SERVED THE WITHIN AMEND & REISSUE WRIT OF EXECUTION/INTERROGATORIES ON FIRST COMMONWEALTH BANK, Garnishee DEFENDANT AT 690 SHAFFER ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DARLENE LERCH, CUSTOMER SERVICE REP. A TRUE AND ATTESTED COPY OF THE ORIGINAL AMEND & REISSUE WRIT OF EXECUTION/INTERROGATORIES AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

FILED

JAN 14 2008
0/3/08
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	COMMONWEALTH	33676	10.00
SHERIFF HAWKINS	COMMONWEALTH	33676	37.60

Sworn to Before Me This

____ Day of 2008

So Answers,


Chester A. Hawkins
Sheriff

Commonwealth Financial Systems, Inc.

Plaintiff :

Vs.

RHONDA FRANTZ
316 S STATE ST
DU BOIS, PA 15801

In the Court of Common Pleas of
Clearfield County, Pennsylvania
Civil Division

No. 2004-327-CD

WRIT OF EXECUTION AND ATTACHMENT

Defendant(s) :

Vs.

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

Garnishee :

Commonwealth of Pennsylvania, County of Clearfield,

TO THE SHERIFF OF Clearfield County, Pennsylvania:

To satisfy the judgment, interest and costs against :

RHONDA FRANTZ, 316 S STATE ST, DU BOIS, PA 15801, Defendant(s)

Please Serve Garnishee as soon as possible.

Any and all accounts of the defendant(s), in the possession of Garnishee(s), including but not limited to savings account balances, checking account balances, Certificates of Deposit, Money Market Accounts, contents of Safety Deposit Boxes. Defendant's Social Security Number(s) is/are 206-52-5927

(1) You are also directed to attach the property of the defendant not levied upon in the possession of

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

Garnishee(s) per property description.

Received 17 day
of Dec A.D. 2007
At 3:00 A.M. 1

Confessed Judgment by Complaint:

1. Date of Entry _____
2. Notice of mailing on _____ filed. Sheriff Choter A. Hawkins by Mary Harr
- And to notify the Garnishee(s) that
 - (a) An attachment has been issued;
 - (b) The garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivery any property of the defendant(s) or otherwise disposing thereof.
3. If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Dated 12.13.07
(Seal)

Patricia A. Cobb, Esquire PA Bar ID 39688

120 North Keyser Avenue

Scranton, PA 18504

570-347-1115 Ext. 202

Judgment Amount \$ 8,388.20
Interest 1,701.48
Clerk's Fee Prothonotary costs 172.00
Sheriff _____
Poundage 2% _____
Total _____

Willie Hagan 12/17/07
Clerk of Judicial Records

IF SOCIAL SECURITY OR SUPPLEMENTAL SECURITY INCOME FUNDS ARE
DIRECTLY DEPOSITED INTO AN ACCOUNT OF THE DEFENDANT, THE LEVY
AND ATTACHMENT SHALL NOT INCLUDE ANY FUNDS THAT MAY BE TRACED
TO SUCH DIRECT DEPOSITS. IN ADDITION, THE LEVY AND ATTACHMENT
SHALL NOT INCLUDE \$300.00 IN THE ACCOUNT OF THE DEFENDANT.

Commonwealth Financial Systems, Inc.

Plaintiff :

Vs.

RHONDA FRANTZ
316 S STATE ST
DU BOIS, PA 15801

In the Court of Common Pleas of
Clearfield County, Pennsylvania
Civil Division

No. 2004-327-CD

WRIT OF EXECUTION AND ATTACHMENT

Defendant(s) :

Vs.

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

(MONEY JUDGMENT)

Amend & Release

Garnishee :

Commonwealth of Pennsylvania, County of Clearfield,

TO THE SHERIFF OF Clearfield County, Pennsylvania:

To satisfy the judgment, interest and costs against :

RHONDA FRANTZ, 316 S STATE ST, DU BOIS, PA 15801, Defendant(s)

Please Serve Garnishee as Son of Bride

Any and all accounts of the defendant(s), in the possession of Garnishee(s), including but not limited to savings account balances, checking account balances, Certificates of Deposit, Money Market Accounts, contents of Safety Deposit Boxes.

Defendant's Social Security Number(s) is/are 206-52-5927

(1) You are also directed to attach the property of the defendant not levied upon in the possession of

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

Garnishee(s) per property description.

Received this 17 day
of Dec in 2007
3:00 PM

Chister A. Hawley
by Marilyn Lamp

Confessed Judgment by Complaint:

1. Date of Entry _____
2. Notice of mailing on _____ filed. Sheriff _____
- And to notify the Garnishee(s) that
 - (a) An attachment has been issued;
 - (b) The garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivery any property of the defendant(s) or otherwise disposing thereof.
3. If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Dated 12.13.07
(Seal)

Patricia A. Cobb, Esquire PA Bar ID 39688
120 North Keyser Avenue

Scranton, PA 18504
570-347-1115 Ext. 202

Judgment Amount \$ 8,388.20
Interest 1,761.48
Clerk's Fee Prothonotary costs 172.00
Sheriff _____
Poundage 2% _____
Total _____

Clerk of Judicial Records

Willithayen 12/17/07

IF SOCIAL SECURITY OR SUPPLEMENTAL SECURITY INCOME FUNDS ARE
DIRECTLY DEPOSITED INTO AN ACCOUNT OF THE DEFENDANT, THE LEVY
AND ATTACHMENT SHALL NOT INCLUDE ANY FUNDS THAT MAY BE TRACED
TO SUCH DIRECT DEPOSITS. IN ADDITION, THE LEVY AND ATTACHMENT
SHALL NOT INCLUDE \$300.00 IN THE ACCOUNT OF THE DEFENDANT.

FILED NO CC
m 19 43/61
JAN 22 2008
(6K)

Commonwealth Financial Systems, Inc.
120 North Keyser Avenue
Scranton, PA 18504

In the Court of Common Pleas of
Clearfield County, Pennsylvania
Civil Division

William A. Shaw
Prothonotary/Clerk of Courts

Vs

Rhonda Frantz
316 S State St.
Du Bois, PA 15801

No: 2004-327-CD

RECEIVED
JAN 14 2008

Defendant(s)

Interrogatories in Attachment

Vs

First Commonwealth Bank
690 Shaffer St.
Du Bois, PA 1501

For all answers to this and the
foregoing Interrogatories, see
Exhibit "A" attached hereto and
made part of hereof.

Garnishee

RE: Execution of Judgment against your depositor Rhonda Frantz SSN#206-52-5927.

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:

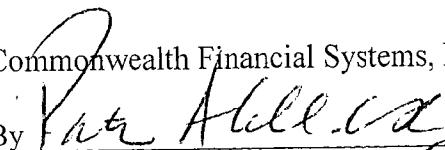
- 1) At the time you were served or at any subsequent time, did the Defendant possess any bank accounts, joint or individual, that were in your custody or control? Please specify joint or individual account. Please list the legal title of any such account(s) and the primary account holder and if known whether joint account is entireties property.

- 2) At the time you were served or at any subsequent time, what was the balance and account number of the bank account(s) identified in Interrogatory #1?

- 3) At the time you were served or at any subsequent time, please list the average daily balance in the past five (5) months for each such account identified in your answer to Interrogatories number one (1) and two (2) above.

- 4) At the time you were served or at any subsequent time, did the bank account(s) that the Defendant possessed contain funds derived solely from social security funds and/or disability funds?
- 5) At any time before or after you were served, did the Defendant(s) transfer or deliver any property or money to you or to any person or place pursuant to your direction or consent, and if so, what was the consideration therefore?
- 6) At any time after you were served, did you pay, transfer or deliver any money or property to the Defendant(s) or to any person or place pursuant to the Depositor's direction or otherwise discharge any claim of the Depositor against you?
- 7) At the time you were served or at any subsequent time, did you have, share, or utilize any safe-deposit boxes, pledges, documents of title, securities, notes, coupons, receivable, license, or collateral in which there was an interest claimed by Defendant(s)?
- 8) Identify every other account (not previously noted) titled in the name of Defendant(s) in which you believe Defendant(s) have an interest in whole or part, whether or not styled as a payroll account, individual retirement account, tax account, lottery account, partnership account, joint or tenants by entirety account, insurance account, trust or escrow account, attorney's account, or otherwise.
- 9) To the extent that you're above answers depend in whole or part on documents, account records, or other papers or electronic data, describe each in exact detail (or attach a copy of the same).

Commonwealth Financial Systems, Inc.

By 

Patricia A. Cobb, Esquire

120 N Keyser Ave

Scranton, PA 18504

570-347-1115 Ext. 202

120 North Keyser Avenue
Scranton, PA 18504

Plaintiff

Vs.

RHONDA FRANTZ
316 S STATE ST
DU BOIS, PA 15801

Clearfield County, PA
Civil Division

No: 2004-327-CO

Defendant

Vs.

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

Garnishee

Return Of Service of Process

Service Attempts:

Date: _____ Time: _____ Date: _____

Date: _____ Person Served: _____

Date: _____ Relation: _____

Date: _____ Place of Service: _____

Date: _____ Deputy: _____

Additional Defendant _____

Additional Defendant _____

Garnishee _____

Special Instructions:

120 North Keyser Avenue : Clearfield County, Pennsylvania
Scranton, PA 18504 : Civil Division
Plaintiff :
vs. : No. 2004-327-CO
RHONDA FRANTZ :
316 S STATE ST : Affidavit under Soldiers and Sailors Relief
DU BOIS, PA 15801 : Civil Relief Act of 1940 as amended.
Defendant(s) :

State of Pennsylvania
County of Clearfield } SS:

Patricia A. Cobb, Esquire being duly sworn according to law deposes and says that the above named defendant(s): RHONDA FRANTZ; is(are) not in the military service of the United States of America as defined by the Soldiers' and Sailors' Civil Relief Act of 1940 as amended;

That the defendant(s): RHONDA FRANTZ; is(are) older than eighteen years of age;

That the employment status of the defendant(s): RHONDA FRANTZ; is(are) unknown.

Patricia A. Cobb, Esquire

Subscribed before me this 13th day of December 2007

Kelly Lance
Kelly L Lance - Notary Public

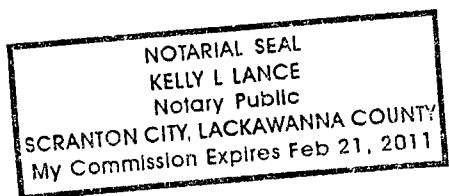


EXHIBIT "A"
ANSWERS TO INTERROGATORIES

1. Yes, checking account number 0622520672 into Rhonda J. Frantz with a current balance of zero.
2. See #1 above
3. January 2008 \$ 12.50
December 2007 \$ 4.29
November 2007 \$ 9.05
October 2007 \$ 1.77
September 2007 \$ 7.32
4. No
5. No
6. No
7. No
8. None
9. All of the above

VERIFICATION

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF INDIANA)

On this 15th day of January 2008 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared JAMES BOYLE, who being duly sworn according to law, acknowledged that he is Vice President of First Commonwealth Bank, and that the facts set forth in the foregoing Interrogatories are true and correct to the best of his knowledge and belief.

James Boyle, Vice President
First Commonwealth Bank

Sworn and subscribed to before me
This 5th day of January 2008

Susan L. Lindenberger
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
SUSAN L. LINDBERG, NOTARY PUBLIC
INDIANA BOROUGH, INDIANA COUNTY
MY COMMISSION EXPIRES APRIL 10, 2010

Commonwealth Financial Systems, Inc.
Scranton, PA 18504
120 North Keyser Avenue
Plaintiff

Vs.

Rhonda Frantz
316 S State St.
Du Bois, PA 15801

Defendant

Vs.

First Commonwealth Bank
690 Shaffer St.
Du Bois, PA 15801

: In the Court of Common Pleas of
: Clearfield County, Pennsylvania Civil
: Division

:

: No: 2004-327-CD

:

: **Praeclipe to Dissolve the Attachment**
: **Against the Garnishee.**

:

:

:

:

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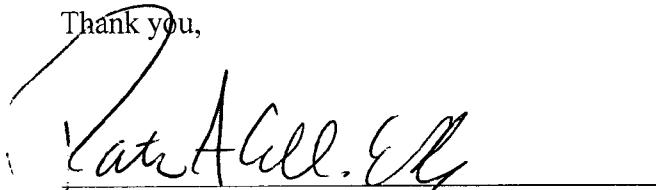
FILED pd \$1.00
m/11/30 am 1cc to plff
JAN 25 2008
WR

William A. Shaw
Prothonotary/Clerk of Courts

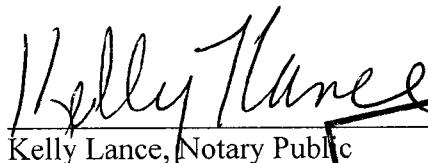
To the Prothonotary of Clearfield County Pennsylvania:

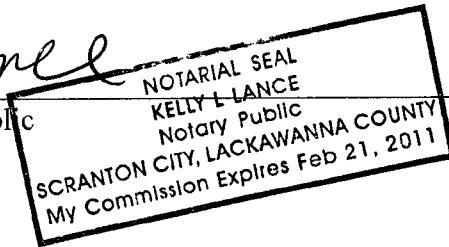
Please enter the above Praeclipe to Dissolve the Attachment Against the Garnishee.

Thank you,


Patricia A. Cobb, Esquire
Lawyer ID # 39688
Commonwealth of Pennsylvania
Lackawanna County

Sworn and subscribed before me on this 21st day of January 2018


Kelly Lance, Notary Public



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Commonwealth Financial :
Systems, Inc. : CIVIL DIVISION
:
Plaintiff :
:
:
vs. :
: NO: 2004-327-CD
:
Rhonda Frantz :
:
Defendant :
:

PRAECIPE FOR WRIT OF REVIVAL

TO THE PROTHONOTARY:

Please issue writ of revival of lien of judgment entered at this Court at 2004-327-CD and enter it in the judgment index against Rhonda Frantz in the amount of \$8,388.20 with interest from May 19, 2004.

Commonwealth Financial Systems, Inc.



Patricia A Cobb, Esquire
Attorney I.D. No: 39688
Attorney for Plaintiff

5/24/2004
m124354
William A. Shaw
Prothonotary/Clerk of Courts
Pltf pd \$20.00
2cc & 2wnts to AM
(68)

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Commonwealth Financial :
Systems, Inc. : CIVIL DIVISION

Plaintiff :
:

vs. :
: NO: 2004-327-CD

Rhonda Frantz :
:
Defendant :
:

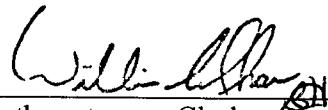
WRIT OF REVIVAL

Rhonda Frantz:

- (1) You are notified that the plaintiff has commenced a proceeding to revive the Lien of the judgment entered at the Court of Common Pleas of Clearfield County at Judgment Number 2004-327-CD.
- (2) The plaintiff claims that the amount due and unpaid is \$8,388.20 with interest from May 19, 2004.
- (3) You are required within twenty days after service of this writ to file an answer Or otherwise plead to this writ. If you fail to do so, a judgment of revival in the amount claimed by the plaintiff may be entered without a hearing and you may lose important rights.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU CAN NOT AFFORD TO HIRE A LAWYER, PLEASE CONTACT YOUR LOCAL LEGAL SERVICE ASSOCIATION.

Date: 8/28/08



Name of Prothonotary or Clerk

By _____
Deputy