

05-1322-CD  
First Comm Bank vs Hopkins Enterprises

First Commonwealth vs Hopkins Enterprises  
2005-1322-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

CIVIL DIVISION

Plaintiff,

vs.

HOPKINS ENTERPRISES INC.,

Defendant.

No. 05-1322-CD

COMPLAINT IN  
CONFESION OF JUDGMENT

Filed on Behalf of:  
FIRST COMMONWEALTH BANK, Plaintiff

Counsel for Plaintiff:

Thomas E. Reiber, Esquire  
Pa I.D. #41825  
Angela M. Sheffler, Esquire  
Pa. I.D. #90855  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

BANK\_FIN:253913-1 011555-124054

FILED Atty pd  
m/23/05 89.00  
AUG 29 2005 ICC & Notice  
to Def.  
William A. Shaw  
Prothonotary/Clerk of Courts  
Statement to  
Atty

## **ACT 105 OF 2000 NOTICE**

A JUDGMENT HAS BEEN ENTERED AGAINST YOU BY CONFESSION OF JUDGMENT.

PURSUANT TO 42 PA. C.S.A. §2737.1, IF YOU WERE INCORRECTLY IDENTIFIED AS A DEFENDANT IN THE COMPLAINT IN CONFESSION OF JUDGMENT, YOU MAY BE ENTITLED TO COSTS AND REASONABLE ATTORNEY FEES AS DETERMINED BY THE COURT.

YOU MAY TAKE ACTION TO STRIKE THE JUDGMENT BY FOLLOWING THE PROCEDURE IN RULE 2959 WHICH IS AS FOLLOWS:

### **I. Pennsylvania Rule of Civil Procedure 2959 – Striking Off Judgment.**

(a) (1) Relief From a judgment by confession shall be sought by petition. Except as provided in subparagraph (2), all grounds for relief whether to strike off the judgment or to open it must be asserted in a single petition. The petition may be filed in the county in which the judgment was originally entered, in any county to which the judgment has been transferred or in any other county in which the sheriff has received a writ of execution directed to the sheriff to enforce the judgment.

(2) The ground that the waiver of the due process rights of notice and hearing was not voluntary, intelligent and knowing shall be raised only

(i) in support of a further request for a stay of execution where the court has stayed execution despite the timely filing of a petition for relief from the judgment and the presentation of prima facie evidence of a defense; and

(ii) as provided by Pennsylvania Rule of Civil Procedure 2958.3 or Rule 2973.3.

(3) If written notice is served upon the petitioner pursuant to Rule 2956.1(c)(2) or Rule 2973.1(c), the petition shall be filed within thirty days after such service. Unless the defendant can demonstrate that there were compelling reasons for the delay, a petition not timely filed shall be denied.

(b) If the petition states prima facie grounds for relief the court shall issue a rule to show cause and may grant a stay of proceedings. After being served with a copy of the petition the plaintiff shall file an answer on or before the return day of the rule. The return day of the rule shall be fixed by the court by local rule or special order.

(c) A party waives all defenses and objections which are not included in the petition or answer.

(d) The petition and the rule to show cause and the answer shall be served as provided in Rule 440 (see text of Rule 440 reprinted below).

(e) The court shall dispose of the rule on petition and answer, and on any testimony, depositions, admissions and other evidence. The court for cause shown may stay proceedings on the petition insofar as it seeks to open the judgment pending disposition of the application to strike off the judgment. If evidence is produced which a jury trial would require the issues to be submitted to the jury the court shall open the judgment.

(f) The lien of the judgment or of any levy or attachment shall be preserved while the proceedings to strike off or open the judgment is pending.

Rule 440. Service of Legal Papers other than Original Process

(a) (1) Copies of all legal papers other than original process filed in an action or served upon any party to an action shall be served upon every other party to the action. Service shall be made

(i) by handing or mailing a copy to or leaving a copy for each party at the address of the party's attorney of record endorsed on an appearance or prior pleading of the party, or at such other address as a party may agree, or

Note: Such other address as a party may agree might include a mailbox in the prothonotary's office or an e-mail address. For electronic service by means other than facsimile transmission, see Rule 205.4(g).

(ii) by transmitting a copy by facsimile to the party's attorney of record as provided by subdivision (d).

(2) (i) If there is no attorney of record, service shall be made by handing a copy to the party or by mailing a copy to or leaving a copy for the party at the address endorsed on an appearance or prior pleading or the residence or place of business of the party, or by transmitting a copy by facsimile as provided by subdivision (d).

(ii) If such service cannot be made, service shall be made by leaving a copy at or mailing a copy to the last known address of the party to be served.

Note: This rule applies to the service upon a party of all legal papers other than original process and includes, but is not limited to, all other pleadings as well as motions, petitions, answers thereto, rules, notices, interrogatories and answers thereto. Original process is served under Rule 400 et seq.

(b) Service by mail of legal papers other than original process is complete upon mailing.

(c) If service of legal papers other than original process is to be made by the sheriff, he shall notify by ordinary mail the party requesting service to be made that service has or has not been made upon a named party or person.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Plaintiff, )  
vs. ) No. \_\_\_\_\_  
HOPKINS ENTERPRISES INC., )  
Defendant. )

**COMPLAINT IN CONFESSION OF JUDGMENT**

Plaintiff, First Commonwealth Bank, by and through its counsel, Tucker Arensberg, P.C., avers as follows:

1. Plaintiff, First Commonwealth Bank, (the "Bank"), is a banking association with business offices at 654 Philadelphia Street, P.O. Box 400, Indiana, Pennsylvania 15701-0400.
2. Defendant, Hopkins Enterprises Inc. ("Borrower") is a Pennsylvania corporation with a last know address of 1472 Viola Pike, P.O. Box 279, Smithmill, PA 16680.
3. On or about November 21, 2003, Borrower executed and delivered to the Plaintiff a U.S. Small Business Administration Note in the original principal amount of \$25,000.00 (the "Note"). A true and correct copy of the Note is attached hereto, incorporated herein, and labeled as Exhibit "A".
4. The Note contains a warrant of attorney whereby Borrower authorized the Bank to act as her lawful agent and attorney-in-fact for the purpose of entering judgment against Borrower and in favor of Bank, without notice or demand.

5. Borrower is in default under the Note for failure to make payment when due.

6. Judgment has not been entered on the Note in any jurisdiction.

7. The Note has not been assigned.

**8. JUDGMENT IS NOT BEING ENTERED BY CONFESSION AGAINST A NATURAL PERSON IN CONNECTION WITH A CONSUMER CREDIT TRANSACTION.**

9. As of July 31, 2005, the amount due from Borrower to Plaintiff pursuant to the Note is Twenty Eight Thousand One Hundred Ninety Six and 92/100 Dollars (\$28,196.92), plus costs of suit and interest, computed as follows:

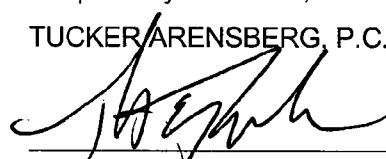
Principal Debt .....	\$ 25,000.00
Accrued Interest Through July 31, 2005.....	616.27
(accruing daily in the amount of \$5.308217)	
Late Charges:.....	80.65
Attorney's fees of 10% .....	<u>2,500.00</u>
Total:.....	\$28,196.92

Plus interest accruing after July 31, 2005 at the contract rate and costs and expenses of suit.

WHEREFORE, Plaintiff demands that judgment be entered in its favor and against Defendant, Hopkins Enterprises, Inc., on the Note in the amount of Twenty Eight Thousand One Hundred Ninety Six and 92/100 Dollars (\$28,196.92), plus interest thereon at the contract rate after July 31, 2005, plus costs and expenses of suit and such other relief as this court deems appropriate.

Date: August 5, 2005

Respectfully submitted,  
TUCKER ARENSBERG, P.C.



---

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Angela M. Sheffler, Esquire  
Pa. I.D. No. 90855  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Counsel for First Commonwealth Bank,  
Plaintiff



## NOTE

SBA Loan #	EXP 689-712-4008
SBA Loan Name	Hopkins Comtech
Date	NOVEMBER 21, 2003
Loan Amount	25,000.00
Interest Rate	5.50% variable: WSJ Prime plus 1.50%
Borrower	Hopkins Enterprises Inc.
Operating Company	N/A
Lender	First Commonwealth Bank

## 1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of  
twenty-five thousand and 00/100- Dollars,  
 interest on the unpaid principal balance, and all other amounts required by this Note.

## 2. DEFINITIONS:

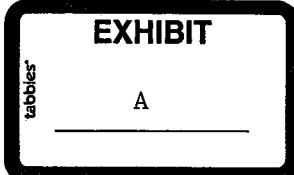
“Collateral” means any property taken as security for payment of this Note or any guarantee of this Note.

“Guarantor” means each person or entity that signs a guarantee of payment of this Note.

“Loan” means the loan evidenced by this Note.

“Loan Documents” means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.

“SBA” means the Small Business Administration, an Agency of the United States of America.



**3. PAYMENT TERMS:**

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

The interest rate on this Note will fluctuate. The initial interest rate is 5.50% per year. This initial rate is the prime rate on the date SBA received the loan application, plus 1.50%.

Borrower must pay interest payments monthly, beginning one month from the month of the Note; payments must be made on the first calendar day in the months they are due.

Lender will apply each payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

The interest rate will be adjusted monthly (the "change period").

The "Prime Rate" is the prime rate in effect on the first business day of the month in which an interest rate change occurs, as published in The Wall Street Journal on the next business day.

The adjusted interest rate will be 1.50% above the Prime Rate. Lender will adjust the interest rate on the first calendar day of each period. The change in interest rate is effective on that day whether or not Lender gives Borrower notice of the change. The initial interest rate must remain in effect until the first change period begins.

If SBA purchases the guaranteed portion of the unpaid balance, the interest rate becomes fixed at the rate in effect at the time of the earliest uncured payment default. If there is no uncured payment default, the rate becomes fixed at the rate in effect at the time of purchase.

This line of credit will mature 13 months from the date of SBA approval. Thereafter, the line of credit will be reviewed annually with the option to renew or term out.

A zero balance to be maintained for a 30-day period annually.

**Late Charge:** If payment on this Note is more than 10 days late, Lender may charge Borrower a late fee of up to 5 percent of the unpaid portion of the regularly scheduled payment.

4. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan with Lender;
- C. Does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds;
- D. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- E. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- F. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
- G. Fails to pay any taxes when due;
- H. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- I. Has a receiver or liquidator appointed for any part of their business or property;
- J. Makes an assignment for the benefit of creditors;
- K. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
- L. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

- A. Require immediate payment of all amounts owing under this Note;
- B. Collect all amounts owing from any Borrower or Guarantor;
- C. File suit and obtain judgment;
- D. Take possession of any Collateral; or
- E. Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement.

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

- A. Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;
- B. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;
- C. Release anyone obligated to pay this Note;
- D. Compromise, release, renew, extend or substitute any of the Collateral; and
- E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.

7. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

8. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. All individuals and entities signing this Note are jointly and severally liable.
- B. Borrower waives all suretyship defenses.
- C. Borrower must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
- E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
- F. If any part of this Note is unenforceable, all other parts remain in effect.
- G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale.

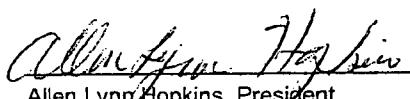
10. STATE-SPECIFIC PROVISIONS:

The undersigned hereby authorizes and empowers any attorney or clerk of any court of record in the United States or elsewhere to appear for and, with or without declaration filed, confess judgment against the undersigned in favor of the holder, assignee or successor of holder of this note, at any term, for the full or total amount of this note, together with all "indebtedness" provided for therein, with costs of suit and attorney's commission of ten (10) percent for collection; and the undersigned expressly releases all errors, waives all stay of execution, rights of inquisition and extension upon any levy upon real estate and all exemption of property from levy and sale upon any execution herein, and the undersigned expressly agrees to condemnation and expressly relinquishes all rights to benefits or exemptions under any and all exemption laws now in force or which may hereafter be enacted.

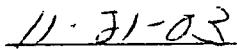
11. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

Hopkins Enterprises Inc. dba Hopkins Comtech



Allen Lynn Hopkins, President



Date

# DISCLOSURE FOR CONFESSION OF JUDGMENT

**Affiant:** HOPKINS ENTERPRISES INC.  
1472 VIOLA PIKE  
SMITHMILL, PA 16680

**Lender:** FIRST COMMONWEALTH BANK  
PO BOX 503  
HOLLIDAYSBURG, PA 16648

I AM EXECUTING, THIS 21 DAY OF November, 2003, A PROMISSORY NOTE FOR \$25,000.00 OBLIGATING ME TO REPAY THAT AMOUNT.

A. A REPRESENTATIVE OF FIRST COMMONWEALTH BANK HAS EXPLAINED TO ME THAT THE NOTE CONTAINS WORDING THAT WOULD PERMIT FIRST COMMONWEALTH BANK TO ENTER JUDGMENT AGAINST ME IN COURT, WITHOUT ADVANCE NOTICE TO ME AND WITHOUT OFFERING ME AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY OF JUDGMENT, AND THAT THE JUDGMENT MAY BE COLLECTED IMMEDIATELY BY ANY LEGAL MEANS. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND TO A HEARING TO CONTEST THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT LENDER MAY ASSERT AGAINST ME UNDER THE NOTE, I AM KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVING THESE RIGHTS, INCLUDING ANY RIGHT TO ADVANCE NOTICE OF THE ENTRY OF JUDGMENT, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S ENTERING JUDGMENT AGAINST ME BY CONFESSION AS PROVIDED FOR IN THE CONFESSION OF JUDGMENT PROVISION.

INITIALS: A.L.H.

B. I FURTHER UNDERSTAND THAT IN ADDITION TO GIVING LENDER THE RIGHT TO ENTER JUDGMENT AGAINST ME WITHOUT ADVANCE NOTICE OR A HEARING, THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE ALSO CONTAINS LANGUAGE THAT WOULD PERMIT LENDER, AFTER ENTRY OF JUDGMENT, AGAIN WITHOUT EITHER ADVANCE NOTICE OR A HEARING, TO EXECUTE ON THE JUDGMENT BY FORECLOSING UPON, ATTACHING, LEVYING ON, TAKING POSSESSION OF OR OTHERWISE SEIZING MY PROPERTY, IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND A HEARING AFTER JUDGMENT IS ENTERED AND BEFORE EXECUTION ON THE JUDGMENT, I AM KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVING THESE RIGHTS, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S IMMEDIATELY EXECUTING ON THE JUDGMENT, IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW, WITHOUT GIVING LENDER ANY ADVANCE NOTICE.

INITIALS: A.L.H.

C. AFTER HAVING READ AND DETERMINED WHICH OF THE FOLLOWING STATEMENTS ARE APPLICABLE, AND BY PLACING MY INITIALS NEXT TO EACH STATEMENT WHICH APPLIES, I REPRESENT THAT:

INITIALS

1. I WAS REPRESENTED BY MY OWN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE NOTE.
2. A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE TO MY ATTENTION.

D. I CERTIFY THAT ANNUAL INCOME EXCEEDS \$10,000; THAT THE BLANKS IN THIS DISCLOSURE WERE FILLED IN WHEN I INITIALED AND SIGNED IT; AND THAT I RECEIVED A COPY AT THE TIME OF SIGNING.

THIS DISCLOSURE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DISCLOSURE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

**AFFIANT:**

HOPKINS ENTERPRISES INC.

By: Allen Lynn Hopkins (Seal)  
ALLEN LYNN HOPKINS, PRESIDENT

**VERIFICATION**

I, Bruce Chilcote, Special Assets Officer of First Commonwealth Bank, hereby certify that the averments of fact contained in the foregoing Complaint in Confession of Judgment are true and correct to the best of my knowledge, information and belief; that I am authorized to make this declaration on behalf of the Plaintiff, and that it is made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

Bruce Chilcote  
Bruce Chilcote  
Special Assets Officer  
First Commonwealth Bank

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
)  
Plaintiff, ) No. \_\_\_\_\_  
)  
vs. )  
)  
HOPKINS ENTERPRISES INC., )  
)  
Defendant. )

**AFFIDAVIT**

I hereby certify that the facts set forth in the foregoing Complaint in Confession of Judgment are true and correct to the best of my knowledge, information and belief; that the Exhibits attached to the Complaint in Confession of Judgment are true and correct copies of the originals; that the Defendant is in default under the Note; that the underlying transaction giving rise to this action is commercial in nature and is not a consumer credit transaction against a natural person; and that I am authorized to make this Affidavit.

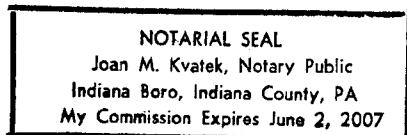
Bruce Chilcote

Bruce Chilcote  
Special Assets Officer  
First Commonwealth Bank

Sworn to and subscribed before me  
this 4<sup>th</sup> day of August, 2005.

  
\_\_\_\_\_  
Notary Public

My commission expires: 06/02/07



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
)  
Plaintiff, ) No. \_\_\_\_\_  
)  
vs. )  
)  
HOPKINS ENTERPRISES INC., )  
)  
Defendant. )

**CERTIFICATE OF RESIDENCE**

I hereby certify that the precise address of Plaintiff is:

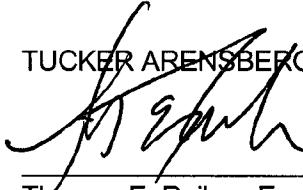
First Commonwealth Bank  
654 Philadelphia Street  
P.O. Box 400  
Indiana, Pennsylvania 15701-0400

and the last known address of the Defendant is:

Hopkins Enterprises Inc.  
1472 Viola Pike  
P.O. Box 279  
Smithmill, PA 16680

TUCKER ARENSBERG, P.C.

By:

  
Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Angela M. Sheffler, Esquire  
Pa. I.D. No. 90855  
Attorney for First Commonwealth Bank,  
Plaintiff

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

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Plaintiff, ) No. \_\_\_\_\_  
vs. )  
HOPKINS ENTERPRISES INC., )  
Defendant. )

## **CONFESSTION OF JUDGMENT**

Pursuant to the authority contained in the Warrants of Attorney within the Note, a copy of which is attached to the Complaint as Exhibit "A", I hereby appear for the Defendant and confess judgment in favor of the Plaintiff and against Defendant as follows:

Principal Debt .....	\$ 25,000.00
Accrued Interest Through July 31, 2005.....	616.27
(accruing daily in the amount of \$5.308217)	
Late Charges: .....	80.65
Attorney's fees of 10% .....	2,500.00
<b>Total:.....</b>	<b>\$28,196.92</b>

Plus interest accruing after July 31, 2005 at the contract rate and costs and expenses of suit.

Attorney for Defendant  
pro hac vice

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Plaintiff, ) No. 05-1322-CJ  
vs. )   
HOPKINS ENTERPRISES INC., )  
Defendant. )

*COPY*

**NOTICE OF ENTRY OF JUDGMENT**

To: Hopkins Enterprises Inc.  
1472 Viola Pike  
P.O. Box 279  
Smithmill, PA 16680

You are hereby notified that a judgment was entered against you by confession in the  
above captioned proceeding on August 29, 2005.

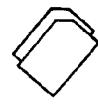
The amount of the judgment is **\$28,196.92**, plus interest accruing at the contract rate and  
costs and expenses of suit.

A copy of the complaint is enclosed.

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Prothonotary, Blair County  
Clearfield

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

 COPY

First Commonwealth Bank  
Plaintiff(s)

No.: 2005-01322-CD

Real Debt: \$28,196.92

Atty's Comm: \$

Vs.

Costs: \$

Hopkins Enterprises, Inc.  
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: August 29, 2005

Expires: August 29, 2010

Certified from the record this 29th day of August, 2005.

---

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

HOPKINS ENTERPRISES, INC.,

Defendant.

CIVIL DIVISION

No. 05-1322-CD

CERTIFICATE OF SERVICE  
UNDER RULE 2958.1

Filed on Behalf of FIRST  
COMMONWEALTH BANK, Plaintiff

Counsel of Record for This Party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Angela M. Sheffler, Esquire  
Pa. I.D. No. 90855  
TUCKER ARENSBERG, P.C.  
Firm No. 287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

FILED NO  
m11.04/2005  
OCT 26 2005  
S

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
Plaintiff,	)	No. 05-1322-CD
vs.	)	
HOPKINS ENTERPRISES, INC.,	)	
Defendant.	)	

**CERTIFICATE OF SERVICE UNDER RULE 2958.1**

The undersigned hereby certifies that service of the Notice Under Rule 2958.1 of Judgment and Execution thereon was served upon the Defendant by certified mail return receipt requested on October 13, 2005. A true and correct copy of the certified mail receipt is attached hereto as Exhibit "A".

A true and correct copy of the Notice Under 2958.1 is attached hereto.

TUCKER ARENSBERG, P.C.

By:

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Angela M. Sheffler, Esquire  
Pa. I.D. No. 90855  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorneys for First Commonwealth Bank,  
Plaintiff

U.S. Postal Service  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

7004	2510	0001	0321	9478	
					Postage \$
					Certified Fee
					Return Receipt Fee (Endorsement Required)
					Restricted Delivery Fee (Endorsement Required)
					Total Postage & Fees \$

PITTSBURGH PA GRANT ST STA MINT  
Postmark  
OCT 11 2005  
USPS

**Sent To:** Hopkins Enterprises, Inc  
Street, Apt. No., 1472 Violet Pike  
or PO Box No.  
City, State, ZIP+4 P.O. Box 279  
Smithmill PA 16680

PS Form 3800, June 2002  
See Reverse for Instructions

**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:

Hopkins Enterprises, Inc  
1472 Violet Pike  
P.O. Box 279  
Smithmill PA 16680

2. Article Number

(Transfer from service label)

7004 2510 0001 0321 9478

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*Allen Lynn Hopkins*

Agent  
 Addressee

B. Received by (Printed Name)

*Allen Lynn Hopkins*

C. Date of Delivery  
10/13/05

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

3. Service Type

<input checked="" 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, February 2004

Domestic Return Receipt

102595-02-M-1540

**EXHIBIT**

**A**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
Plaintiff,	)	No. 05-1322-CD
vs.	)	
HOPKINS ENTERPRISES, INC.,	)	
Defendant.	)	

**Notice Under Rule 2958.1  
of Judgment and Execution Thereon**

**NOTICE OF DEFENDANT'S RIGHTS**

To: Hopkins Enterprises, Inc.  
1472 Viola Pike  
P. O. Box 279  
Smithmill, PA 16680

A judgment in the amount of **\$28,196.92** has been entered against you and in favor of the plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you.

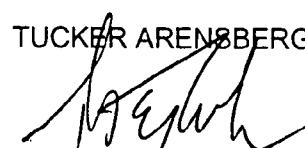
You may have legal rights to defeat the judgment or to prevent your money or property from being taken. **YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.**

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
Telephone: (814) 765-2641 (ext. 5982)

TUCKER ARENSBERG, P.C.

  
Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Angela M. Sheffler, Esquire  
Pa. I.D. No. 90855  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

Attorneys for First Commonwealth Bank, Plaintiff