



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

CACV OF COLORADO, LLC,

Plaintiff,

vs.

JOSEPH KILMER JR,

Defendant.

No. 06-1111-CD

COMPLAINT

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, Esquire  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO.,  
L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

FILED *ecshff*  
*m/2:57*  
JUL 12 2006 *Any pd. 85.00*

William A. Shaw  
Prothonotary/Clerk of Courts

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

CACV OF COLORADO, LLC

Plaintiff

vs.

Civil Action No.

JOSEPH KILMER JR

Defendant

**COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

Court Administrator  
Clearfield County Courthouse  
230 East Market St., Suite 228  
Clearfield, Pa 16830  
(814) 765-2641, Ext. 1300-1301

(20) days

WWR No. 05244580

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

CACV OF COLORADO, LLC,

Plaintiff,

vs.

JOSEPH KILMER JR,

Defendant.

No.

**COMPLAINT**

1. Plaintiff, CACV OF COLORADO, LLC, is a corporation located in Denver, Colorado.
2. Defendant is an adult individual with a last known address of 5 Juniata St, Dubois, Pa 15801.
3. Plaintiff and Defendant entered into a Cardmember Agreement for a credit card bearing the account number 5490993999913132 . A true and correct copy of the Cardmember Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
4. This account was subsequently assigned to Plaintiff for value.
5. The Cardholder Agreement contains a provision to settle by arbitration any claim, dispute or controversy arising from or relating in any way to the Cardholder Agreement.

6. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of June 14, 2006, in the amount of \$8,619.64.

7. Defendant is in default of the terms of the cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable.


8. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at the rate of 6.0% per annum on the unpaid balance.

9. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, Joseph Kilmer, Jr individually, in the amount of \$8,619.64 with continuing finance charges thereon at the rate of 6.0% per annum from date of judgment plus costs; or in the alternative, an order directing the parties to arbitrate this dispute pursuant to the terms contained in the Cardholder Agreement.

Respectfully Submitted:

By:

  
James C. Warmbrodt, Esquire  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

**Credit Card Agreement****General**

In this Credit Card Agreement, the words "you" and "your" refer to each and all of the persons who accept a credit card issued by us or under an account we hold. This Credit Card Agreement (the "Agreement") consists of this document and the terms and conditions set forth in the Required Federal Disclosures section of the accompanying card carrier, which is incorporated herein and made a part hereof. The words, "we," "us," "our" and "MBNA America" mean MBNA America Bank, N.A.

When you accept or use the account, you agree to the terms in this Agreement. You should sign your card before you use it.

You consent to and authorize MBNA America, any of its affiliates, or its marketing associates to monitor and/or record any of your telephone conversations with our representatives or the representatives of any of those companies.

All capitalized terms not defined herein shall have the meaning as defined in the Required Federal Disclosures section of your card carrier.

**Information Gathering and Sharing**

From time to time, we may obtain updated information about you including, for example, credit information. We may share information about you with credit reporting agencies and others, including merchants, and among companies affiliated with us. You may request that information about you not be shared among our affiliates, other than information pertaining solely to transactions or experiences between you and us (or an MBNA America affiliate), by writing us at MBNA, Affiliate Information Sharing, P.O. Box 15342, Wilmington, DE 19850-5342. Please include your name, address, home phone number and all MBNA America account numbers.

If you believe that inaccurate or incomplete information about you or your account has been shared by us with a credit reporting agency, write to us at: MBNA, Credit Reporting Agencies, P.O. Box 17054, Wilmington, DE 19884-7054. Please include your name, address, home phone number, and account number, and explain which information you believe is inaccurate or incomplete.

**EXHIBIT****A**

## **How To Use Your Account**

You may use your credit card to purchase or lease goods or services from persons who honor the card. You may also use your card to obtain Cash Advances. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us. You may not use your account for business or commercial purposes.

Certain establishments may cash your personal checks upon presentation of your card. In the event we are required to pay the amount of a check cashed in this way because the check is not paid for any reason, we will charge your account for a Cash Advance in the amount of the check and any processing charge we actually incur.

If you permit any person to have access to your card or account number with the authorization to make a charge, you may be liable for all charges made by that person including charges for which you may not have intended to be liable.

The transaction date for Check Cash Advances and Balance Transfers is the date you or the person to whom the check is made payable first deposits or cashes the check. The transaction date for a returned payment (a Bank Cash Advance) is the date that the corresponding payment posted to your account.

You may request a stop payment on Check Cash Advances by providing us with the check number, dollar amount, and payee exactly as they appear on the Check Cash Advance. Oral and written stop payment requests on Check Cash Advances are effective for six months from the day that we place the stop payment on your account.

You may not use a postdated Check Cash Advance to obtain credit under your account. If you do postdate a Check Cash Advance, we may elect to honor it upon presentation or return it unpaid to the party which presented it to us for payment, without in either case awaiting the date shown on the Check Cash Advance. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

## **Repayment**

You promise to pay us the amounts of all credit you obtain; this includes all purchases, cash advances, fees,

your account and Finance Charges.

You may pay the entire amount outstanding at any time. You must pay each month at least the minimum payment shown on your monthly statement. If you overpay or if a credit balance is otherwise created in your account, we will not pay interest on such amounts. Your payment will be allocated in a manner we determine. In most instances, we will allocate your payments to balances (including new transactions) with lower APRs before balances with higher APRs. This will result in new balances with a lower rate of interest being paid before any other existing balances. All payments will be credited to your account for the billing cycle in which each payment is received; however, your available credit may not be increased by the amount of the payment until your funds have cleared. Minimum monthly payments cannot be made in advance and payments made in any billing cycle which are greater than the minimum payment due will not affect your obligation to make subsequent minimum payments each month. We can reject payments not denominated in U.S. dollars or not drawn on a U.S. Bank. No payment shall operate as an accord and satisfaction without the prior written approval of a senior officer of MBNA America.

All persons who initially or subsequently request, accept or use the account are individually and together responsible for any outstanding balance. If two or more persons are responsible to pay any outstanding balance, we may refuse to release any of them from liability until all of the unexpired cards outstanding under the account have been returned to us and the balance is paid in full.

### **Reasons for Requiring Immediate Payment**

You will be in default and we can require immediate payment of all amounts you owe if: (1) you fail to make any required payment by the Payment Due Date; (2) your New Balance Total exceeds your credit limit, or if we have established a separate Cash Advance credit limit for you, your outstanding Cash Advance balance exceeds your Cash Advance credit limit; or (3) you fail to abide by any other terms of this Agreement.

If you default, unless prohibited by applicable law, we



can also require you to pay the collection and court costs we incur in any collection proceeding, and a reasonable attorney's fee if we refer your account for collection to an attorney who is not our salaried employee.

Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

### **Payment Holidays**

We may allow you, from time to time, to omit a monthly payment. We will notify you when this option is available. If you omit a payment, Finance Charges and credit insurance premiums, if any, will accrue on your balance in accordance with this Agreement. The requirement that you make a minimum payment each month will resume following your payment holiday.

### **Charges Made In Foreign Currencies**

If you incur a charge in a foreign currency, the charge will be converted by Visa International or MasterCard International, depending on which card you use, into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time that the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. Visa or MasterCard retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

### **Billing Cycle**

A billing cycle begins on the day after the closing date shown on your account's preceding monthly statement and ends on the closing date that appears on your account's statement for the current month.

### **Account Fees and Charges**

**Account Fees:** The following fees, which are set forth on your card carrier, are assessed as Purchases in the billing cycle in which such charges accrue: (1) a Late Fee; (2) if your account is overlimit (even if fees or

Finance Charges assessed by us cause your New Balance Total to exceed your credit limit) on the last day of a billing cycle, an Overlimit Fee is charged to your account as of the day in the billing cycle that your account went over the credit limit; (3) a Returned Payment Fee if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentment; (4) a Returned Check Fee if we return a Check Cash Advance unpaid for any reason, even if the Check Cash Advance is paid upon subsequent presentment; (5) if your account is open or if you maintain an account balance, whether you have active charging privileges or not, an Annual Fee.

**Abandoned Property Charges:** Unless prohibited by applicable law, we will charge your account, as a Purchase, for any costs incurred by us associated with complying with state abandoned property laws.

**Additional Account Fees and Charges:** Please review the Required Federal Disclosures section of your card carrier for additional fees and charges that may apply to your account.

### **Benefits**

You will be offered certain benefits which will be subject to the restrictions outlined in the benefits brochure provided to you by MBNA America. MBNA America reserves the right to adjust, add, or delete benefits and services at any time and without notice.

### **Refusal to Honor Your Card**

We are not liable for any refusal to honor your card or any Cash Advance or for any retention of your card by us, any other bank, or any seller or lessor of goods or services.

### **Termination**

We may suspend or terminate your right to obtain credit at any time for any reason. Your obligations under this Agreement continue even after your right to obtain credit has been suspended or terminated. You must return all credit cards to us on request.

### **Amendments**

We may amend this Agreement at any time by adding,

deleting, or changing provisions in compliance with the applicable notification requirements of federal law and the laws of the State of Delaware. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. The amended Agreement (including any higher rate or other higher charges or fees) will apply to the entire unpaid balance, including the balance existing before the amendment became effective. We may replace your credit card with another card at any time.

### **Assignment**

We may at any time, and without notice to you, assign your account, any sums due on your account, this Agreement or our rights or obligations under your account or this Agreement to any person or entity. The person or entity to whom we make any such assignment shall be entitled to all of our rights and/or obligations under this Agreement, to the extent assigned.

### **Credit Limit**

Your credit limit is shown on your card carrier and generally on each monthly statement. We may change your credit limit or limits from time to time, and we will notify you if we do. The total amount of credit outstanding at any time must not be more than your credit limit. We may also establish a separate credit limit for Cash Advances. If we do, your outstanding Cash Advance balance may not exceed this Cash Advance limit.

### **Request for Credit Over Your Credit Limits**

If you request credit in any form which, if granted, would result in either your total outstanding balance or your Cash Advance balance, including authorized transactions not yet posted to your account, being more than your credit limit or your Cash Advance credit limit, if we have established one for you, (whether or not such balances before the request were more than the respective credit limit), we may: (1) honor the request without permanently raising your credit limit; (2) honor the request and treat the amount which is more than your credit limit

as immediately due; or (3) refuse to honor the request. We may advise the person who made the request that it has been refused. If we refuse to honor a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

If we have previously honored requests for credit over your credit limit, it does not mean that we will honor further overlimit requests. If we decide to honor such a request, we may assess an Overlimit Fee as provided in this Agreement.

### **Unauthorized Use of Your Card**

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-789-6701.

### **Governing Law**

This Agreement is made in Delaware. It is governed by the laws of the State of Delaware, without regard to its conflict of laws principles, and by any applicable federal laws.

If any part of this Agreement is found to be invalid, the rest remains effective. Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

### **Litigation**

The Arbitration provisions below apply to you unless you were given the opportunity to reject the Arbitration provisions and you did so reject them; in which case, you agree that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

**Arbitration:** Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or declaratory or equitable relief), including Claims regarding the applicability of this Arbitration Section or the validity of the entire

Agreement or any prior Agreement, shall be resolved by binding arbitration.

The arbitration shall be conducted by the National Arbitration Forum ("NAF"), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, [www.arb-forum.com](http://www.arb-forum.com), or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, administrative and hearing fees which you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor any claims or privilege recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award.

No Claim submitted to arbitration is heard by a jury and no Claim may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim. This Arbitration Section applies to all Claims now in existence or that may arise in the future.

This Arbitration Section shall survive the termination of your account with us as well as any voluntary payment of the debt in full by you, any bankruptcy by you

or sale of the debt by us.

For the purposes of this Arbitration Section, "we" and "us" means MBNA America Bank, N.A., its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and any purchaser of your account, and all of their officers, directors, employees, agents and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us. Also, for the purposes of this Arbitration Section, "you" or "yours" shall mean any person or entity approved by us to use the Account, including but not limited to all persons or entities contractually obligated on the Account and all authorized users of the account.

If any part of this Arbitration Section is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this Arbitration Section shall be enforceable without regard to such invalidity or unenforceability.

THE RESULT OF THIS ARBITRATION AGREEMENT IS THAT, EXCEPT AS PROVIDED ABOVE, CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD HAVE BEEN TRIED BEFORE A JURY, AS CLASS ACTIONS OR AS PRIVATE ATTORNEY GENERAL ACTIONS.

### **Platinum Plus Coverage Credit Insurance Benefits, Limitations, Costs & Exclusions**

Platinum Plus Coverage pays your minimum monthly payment\* up to your balance on the date of loss (not to exceed \$15,000), until you return to work\*\* if you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. Platinum Plus Coverage also pays your insured outstanding balance up to the least of your outstanding balance, your credit limit, or \$15,000 if you die.

**Eligibility:** One insured per account (insured must be the primary cardholder or a co-applicant, authorized users are not eligible), under age 66 (70 in AZ, NV & VA; 71 in FL, GA, MI, MO & OK; 72 in NM). Your coverage ends at these same ages (except family leave in AZ, FL & SD & unemployment unless in TX). When enrolled, certificates will be mailed explaining your coverage & effective date. In MN, unemployment coverage is effective 61 days from your certificate effective date. For unemployment or family leave benefits, you must be gainfully employed working at least 30 hrs/wk (not self-employed or an independent contractor) for 90 consecutive days before the date of loss (CO - before application date), (PA - on the date of loss), (TX - before coverage effective date for unemployment). Employees of professional corporations may be eligible.

**Coverages & Benefits:** Platinum Plus Coverage covers: your death; involuntary unemployment due to job loss, general strike, unionized labor dispute or lockout; total disability due to sickness or injury if you are unable to perform the material & substantial duties of your job (or any job after the first 18 mos. in CA, HI, NJ, TN & WI; 12 mos. in PA); your or your spouse's unpaid leave of absence from employment due to care of your newborn or newly adopted child or an incapacitated immediate family member (must be spouse, child, stepchild or parent in AK), mandatory recall to active military duty, jury duty (except in AK), or residence in a federally declared disaster area. Loss (not death) must continue at least 30 days before benefits begin. In NY, for strikes, unionized labor disputes & lockouts, you must be unemployed for 7 consecutive weeks & qualify for state unemployment benefits before benefits begin. A daily benefit is paid for each day of loss over 30 days for unemployment in NY & PA, and disability in CA, CT, NY, MI, PA & SC. You may cancel this coverage at any time. If canceled within first 30 days of coverage, all premiums will be refunded.

**Exclusions:** Life: suicide in the first 6 months of coverage (not MD & MO). Involuntary Unemployment: retirement, resignation, voluntary forfeiture of income or job loss due to willful or criminal misconduct, disability, strikes in IL, military discharge in NY, normal seasonal unemployment in TX. Disability: normal pregnancy or childbirth (not CA, MA & NV), intentionally self-inflicted injuries (not MD) or a pre-existing medical condition

during first 6 months of coverage (not NJ). Family leave benefits are not paid if you are eligible for or receiving unemployment benefits or are disabled.

This is only a brief description of coverage, and coverages vary by state. Please refer to your certificates for a full explanation of coverage.

Costs per \$100 per Month of Average Daily Balance

Costs apply to Life (L), Disability (D), Unemployment (U) & Family Leave (F): AL 49.8c; AK 78c; AZ 99c; AR 97.5c; CA 89.9c; CO 52.35c; CT 42.89c; DE 96.97c; DC 95.3c; FL 89c; GA 88c; HI 89.91c; ID 95.2c (L 8.6c, D 12.6c, U 54c, F 20c); IL 80c; IN 96c; IA 95.6c (L 7.2c, D 14.4c, U 54c, F 20c); KS 85.4c; KY 97.4c; LA 89.7c; MD 70.54c; MA 18.4c; MI 85.7c; MN 30.65c; MS 85.2c; MO 61.1c; MT 93.9c; NE 95.8c; NV 95.3c; NH 95c; NJ 97c; NM 58.9c; NY 52.5c (L 8.8c, D 26.8c, U 16.9c); NC 74.3c; ND 94.1c; OH 99c; OK 92.4c; OR 84.7c; PA 38.1c; PR 99c; RI 93.15c; SC 80c; SD 96.89c; TN 92.5c; TX 33.7c (L 5.7c, D 12c, U 16c); UT 91.88c; VT 28.4c (L 5.99c, D 6.41c, F 16c); VA 84c (L 6.1c, U 8.9c, F 20c); WA 84c; WV 95.2c; WI 93.6c (L 5.7c, D 8.9c, U 59c, F 20c); WY 95.5c.

Availability: This coverage is not available in ME. Involuntary Unemployment is not available in MA or VT. Family Leave is not available in AL, CT, MA, MD, MN, NM, NY, PA, or TX.

Underwriting Companies/Policy: Involuntary Unemployment: American Security/LOI (5/85), LOI NY(3/93), AS LOI TX (6/92), LOIC-IP-KS (2/96), and LOIC-IP; Standard Guaranty/SG LOI (5/85) (NH only). Life & Disability: Union Security Life/L-I-Z; Standard Guaranty Life (TX only)/L-I-Z (8/92)(3.53RA); First Fortis Life (NY Life only)/NYI.M0013; and American Security (NY Disability only)/W-S-A. Family Leave: American Security/FLP (4/97), FLP-FL (12/97) in FL, FLP-NC (3/98) in NC, FLP-OK (4/97) in OK, FLP-VA (2/98) in VA, FL-IP (AZ)(7/98) in AZ, FL-IP (4/97) in IL & IN, FL-IP-KS (12/97) in KS, FL-IP-WY (4/97) in WY; Standard Guaranty/FLP (4/97) in NH; Union Security Life/FLP-VT (4/97) in VT. Soliciting agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

This product is not an insured deposit account, is not FDIC insured, is not guaranteed by MBNA America Bank, N.A., and is not a condition of obtaining credit.



\*Less past due and over credit limit amounts. In MI, coverage pays 5% of the balance on your date of disability up to \$750. In NY, coverage pays the minimum payment due on your date of loss.

\*\*The number of monthly benefit payments will not exceed 9 for family leave; 12 for unemployment in AL, AK, CT, IL, MI, MN, MO, NM, NC, NY, PA, SC & TX; 12 for disability except in CA, HI, IN, KS, MI, NJ, NY, PA, TN, TX & WI.

**NY, NJ & TX Residents Only:** To purchase coverages separately, write to Assurant Group, P.O. Box 50355, Atlanta, GA 30302. Applications will be sent to you.

MBNA America Bank, N.A., is the exclusive issuer and administrator of this and other *Platinum Plus* credit card accounts

MBNA America® is a federally registered service mark of MBNA America Bank, N.A.

© 2000 MBNA America Bank, N.A.  
NEXT90 (Revised 4/2000)

DISC-38

4/1/00 MBNAULOI (MBNA-L/D/Uncapped LOI/FL)

## INFORMATION ABOUT THIS STATEMENT

### PAYMENTS

We credit payments as of the date received, if the payment is 1) received by 2 p.m. (Eastern Time), 2) received at the address shown in the upper left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the top portion of this statement accompanying it. Payments received after 2 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

### BILLING RIGHTS SUMMARY

#### In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, please write to us on a separate sheet of paper or use a copy of the form provided below. We must receive your written inquiry at P.O. Box 15026, Wilmington, DE 19850, no later than 60 days after we sent you the first bill on which the transaction or error appeared. You may telephone us, but doing so does not preserve your billing rights. In your letter or on the form, give the following information: your name and account number, the dollar amount of the suspected error, the posting date of the transaction in question, and an explanation of why you believe there is an error (if you are using the form, check the appropriate box).

## IMPORTANT INFORMATION ABOUT THIS ACCOUNT

### GRACE PERIOD

If you pay this statement's entire New Balance Total by the Payment Due Date, Periodic Rate Finance Charges will not be assessed on Category C or D transactions posted during the next billing cycle. If the Previous Balance shown on this statement was paid in full by its Payment Due Date and you pay this statement's entire New Balance Total by the Payment Due Date shown on this statement, then the Category C or D portion(s) of this statement's New Balance Total will not be assessed Periodic Rate Finance Charges during the next billing cycle. There is no grace period for Category A or B Cash Advances.

### COMPUTATION METHODS FOR BALANCES SUBJECT TO FINANCE CHARGES

**Categories A and B - Average Cash Advance Balance (including new Cash Advances):** We calculate the Balance Subject to Finance Charge for each Cash Advance category using the following Average Cash Advance Balance method: Each day, of the current billing cycle, we take the beginning Cash Advance balance, including accrued but unpaid Finance Charges, add new Cash Advances, and subtract payments or credits. This gives us the daily Cash Advance balance. If any daily balance is less than zero we will treat that balance as zero. We add together the current billing cycle's daily Cash Advance balances. We then include, for each day prior to the current billing cycle, balances on Cash Advances that had a transaction date prior to the current billing cycle but which were posted to your account in the current billing cycle. We divide this total by the number of days in the billing cycle. This gives us the Average Cash Advance Balance (a Balance Subject to Finance Charge).

**Categories C and D - Average Daily Balance (including new Purchases):** We calculate the Balance Subject to Finance Charge for each of these categories using the following Average Daily Balance method: Each day, we take the beginning balance, including accrued but unpaid Finance Charges, add new transactions and new Account Fees, and subtract payments or credits. This gives us the daily balance. We do not add the costs for either the Credit Protection plan or for credit insurance purchased through MBNA in the beginning balance until the first day of the billing cycle after the billing cycle in which they are billed. We do not add new

If you need more information, describe the item you are unsure about. You do not have to pay any amount in question while we are investigating, but you are obligated to pay the parts of your bill that are not in question. We cannot report you as delinquent or take any action to collect the amount you question while we investigate your inquiry.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

### Special Rule for Credit Card Purchases

If you have a problem with the quality of goods 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 not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase).

transactions, new Account Fees, or new Cash Equivalent Transaction Fees if the previous Balance shown on this statement was paid in full by its Payment Due Date. If any daily balance is less than zero we will treat that balance as zero. We add the daily balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance (a Balance Subject to Finance Charge).

### TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charge for each category, we multiply the Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges for each category together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

### IF YOUR ANNUAL FEE IS BILLED ON THIS STATEMENT

We will credit your account for the Annual Fee billed on this statement if you close your account by calling us at 1-800-432-2552 (open 24 hours a day) within 30 days of the mailing of this statement. You may continue to use your account during this period; however, if you use or maintain a balance on your account thereafter, you will have to pay an Annual Fee. You must pay the New Balance Total in full by its Payment Due Date for each statement that you may receive after you close this account.

### MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement.

Individualized BankCard Services is a trademark of MBNA America Bank, N.A. This account is issued and administered by MBNA America Bank, N.A.

## CUSTOMER STATEMENT OF DISPUTED ITEM (You must use a separate form for each dispute. Please print.)

IF YOU BELIEVE A TRANSACTION ON YOUR STATEMENT IS AN ERROR, COMPLETE AND SIGN A COPY OF THIS FORM USING BLUE OR BLACK INK, OR WRITE A DETAILED LETTER ON A SEPARATE SHEET OF PAPER AND THEN RETURN IT TO: P.O. BOX 15026, WILMINGTON, DE 19850, USA. PLEASE DO NOT ALTER WORDING ON THIS FORM OR MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

YOUR NAME: \_\_\_\_\_  
TRANSACTION DATE: \_\_\_\_\_ POSTING DATE: \_\_\_\_\_

Please tell us below why you think the item noted above is an error.

☐ Check only one box.

- ☐ 1. The amount of the charge was increased from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ or my sales slip was added incorrectly. Enclosed is my copy of the sales draft that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me. (If you do not recognize a sale, choose this option.)
- ☐ 3. I have not received the merchandise that was to be shipped to me on \_\_\_\_\_ (date). I have asked the merchant to credit my account.
- ☐ 4. The attached credit slip was listed as a charge on my statement.
- ☐ 5. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed.
- ☐ 6. Although I did engage in the above transaction, I dispute the entire charge or a portion in the amount of \$ \_\_\_\_\_. I have contacted the merchant and requested a credit adjustment. I either did not receive this credit or it was unsatisfactory. I am disputing this charge because \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_  
REFERENCE NUMBER: \_\_\_\_\_ AMOUNT: \$ \_\_\_\_\_

TRANSACTION DESCRIPTION: \_\_\_\_\_

- ☐ 7. I certify that the charge in question was a single transaction, but was posted twice to my statement. I did not authorize the second transaction.  
Sale #1 \$ \_\_\_\_\_ Reference # \_\_\_\_\_  
Sale #2 \$ \_\_\_\_\_ Reference # \_\_\_\_\_
- ☐ 8. I notified the merchant on \_\_\_\_\_ to cancel the preauthorized order (reservation). Please note cancellation if and if available, enclose a copy of your telephone bill showing date and time of cancellation. Reason for cancellation: \_\_\_\_\_
- ☐ 9. Although I did engage in a transaction with the merchant, I was billed for \_\_\_\_\_ transaction(s) totaling \$ \_\_\_\_\_ that I did not engage in, nor did anyone else authorized to use my card. I do have all my cards in my possession. Enclosed is a copy of my sales slip for the valid charge.
- ☐ 10. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on \_\_\_\_\_ (date) and asked the merchant to credit my account.
- ☐ 11. I have returned merchandise on \_\_\_\_\_ because \_\_\_\_\_

(If box 10 or 11 was checked, please provide date merchandise was returned and a copy of the return receipt.)

☐ 12. Other. Please explain. \_\_\_\_\_

Please check only one box, do not alter wording on this form, and provide copies of all documentation that will help us investigate your dispute. (i.e. contracts, invoices, detailed letter, sales draft)

Signature (required): \_\_\_\_\_ Date: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Home: \_\_\_\_\_

### VERIFICATION

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

Legal Account Executive of CACV of Colorado, LLC, plaintiff herein, that  
(TITLE) (COMPANY)

he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

John Becker  
(SIGNATURE)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101706  
NO: 06-1111-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CACV OF COLORADO, LLC  
vs.  
DEFENDANT: JOSEPH KILMER JR.

SHERIFF RETURN

NOW, July 24, 2006 AT 10:25 AM SERVED THE WITHIN COMPLAINT ON JOSEPH KILMER JR. DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST. SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOSEPH KILMER JR., DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HAWKINS /

FILED  
0/3:23/51  
JUL 24 2006

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8333364	10.00
SHERIFF HAWKINS	WELTMAN	8333364	19.00

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

*Chester A. Hawkins*  
*by Mandy Harr*

Chester A. Hawkins  
Sheriff

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

CACV OF COLORADO LLC

Plaintiff

vs.

Civil Action No. 06-1111-CD

JOSEPH KILMER JR

Defendant

NOTICE OF JUDGMENT OR ORDER

TO:    ☐ Plaintiff  
         ☒ Defendant  
         ☐ Garnishee

You are hereby notified that the following  
Order or Judgment was entered against you  
on Oct - 16, 2006

(xx)    Assumpsit Judgment in the amount  
         of \$ 8,619.64 plus costs.

(   )    Trespass Judgment in the amount  
         of \$ \_\_\_\_\_ plus costs.

(   )    If not satisfied within sixty (60)  
days, your motor vehicle operator's license and/or registration  
will be suspended by the Department of Transportation, Bureau  
of Traffic Safety, Harrisburg, PA.

(xx)    Entry of Judgment of  
         ☐ Court Order  
         ☐ Non-Pros  
         ☐ Confession  
         ☒ Default  
         ☐ Verdict  
         ☐ Arbitration  
         Award

Prothonotary

By:   
PROTHONOTARY (OR DEPUTY)

JOSEPH KILMER JR  
POB 414  
CLARION, PA 16214

Plaintiff's address is:  
c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
1-888-434-0085

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

CACV OF COLORADO LLC

Plaintiff

No. 06-1111-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

JOSEPH KILMER JR

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

WILLIAM T. MOLCZAN, ESQUIRE  
PA I.D.#47437  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#05244580  
Judgment Amount \$ 8,619.64

**FILED**

OCT 16 2006

m/3:00/w

William A. Shaw

Prothonotary/Clerk of Courts

NOTED TO DEPT

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

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

CACV OF COLORADO LLC

Plaintiff

vs.

Civil Action No. 06-1111-CD

JOSEPH KILMER JR

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, JOSEPH KILMER JR above named, in the default of an Answer, in the amount of \$ 8,619.64 computed as follows:


Amount claimed in Complaint \$ 8,619.64

Interest from date of judgment  
at the legal interest rate of 6% per annum

TOTAL \$ 8,619.64

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

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

By:   
WILLIAM T. MOLCZAN, ESQUIRE  
PA I.D.#47437

Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#05244580

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219

And that the last known address of the Defendant is: POB 414 , CLARION, PA 16214

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

CACV OF COLORADO, LLC

Plaintiff

Case # 06-111-CD11-CD

JOSEPH KILMER JR

Defendant(s)

IMPORTANT NOTICE

TO: JOSEPH KILMER JR  
POB 414  
CLARION, PA 16214

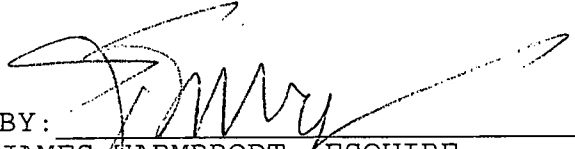
Date of Notice: \_\_\_\_\_  
WWR#: 05244580

08/31/06

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE FOLLOWING OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

COURT ADMINSTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET ST., SUITE 228  
CLEARFIELD, PA 16830  
(814) 765-2641, ext. 1300-1301

BY:   
JAMES WARMBRODT, ESQUIRE  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 KOPPERES BLDG, 436 7TH AVE.  
PITTSBURGH, PA 15219



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

CACV OF COLORADO LLC

Case no: 06-1111-CD

Plaintiff  
vs.

**NON-MILITARY AFFIDAVIT**

JOSEPH KILMER JR

Defendant

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

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

Affiant further states that the within Affidavit is made pursuant to and in accordance with the Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

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

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

Further Affiant sayeth naught.

  
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 8 day  
of September 2006

  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Wendy L. Gault, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires July 15, 2010  
Member, Pennsylvania Association of Notaries

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

Department of Defense Manpower Data Center

SEP-14-2006 12:53:58



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
KILMER	JOSEPH	Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

*Mary M. Snavelly-Dixon*

Mary M. Snavelly-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. #167;#167; 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenseink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

*Report ID: PRNRHPZECC*

FILED

JUN 18 2007

M 12:16/4

William A. Shaw  
Prothonotary/Clerk of Courts

No CERT COPY  
Issued under TO  
SBR

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

CACV OF COLORADO LLC

Plaintiff

No. 06-1111-CD

vs.

PRAECIPE FOR WRIT OF EXECUTION  
(BANK ATTACHMENT ONLY)

JOSEPH KILMER JR

Defendant

FARMERS NATIONAL BANK OF EMLENTON,

Garnishee,

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#5244580

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

CACV OF COLORADO LLC

Plaintiff

vs.

Civil Action No. 06-1111-CD

JOSEPH KILMER JR

Defendant

FARMERS NATIONAL BANK OF EMLENTON,

Garnishee

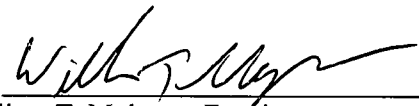
**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

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

1. directed to the Sheriff of CLEARFIELD County:
2. against JOSEPH KILMER JR, Defendant
3. against FARMERS NATIONAL BANK OF EMLENTON, Garnishee
4. Judgment Amount \$ 9082.37
- Interest \$ 328.73
- Costs \$
- SUBTOTAL:** \$ 9411.10
- Costs (to be added by Prothonotary): \$

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

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

WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#5244580

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

CACV OF COLORADO LLC  
Plaintiff

vs.

Civil Action No. 06-1111-CD

JOSEPH KILMER JR  
Defendant

FARMERS NATIONAL BANK OF EMLENTON  
Garnishee

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: JOSEPH KILMER JR Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of FARMERS NATIONAL BANK OF EMLENTON, as garnishee, 1987 NICKELSVILLE RD KNOX PA 16232 and to notify the garnishee that:
  - a. An attachment has been issued;
  - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
  - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
    - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
    - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated

Amount due .....\$ 9411.10

Costs to be added..... \$ \_\_\_\_\_

Prothonotary

\_\_\_\_\_  
Deputy

DATED: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

CACV OF COLORADO LLC  
Plaintiff

No. 06-1111-CD

vs.

JOSEPH KILMER JR

Defendant

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

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

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

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

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

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

LAWYER REFERRAL SERVICE  
PENNSYLVANIA BAR ASSOCIATION  
P.O. BOX 186  
HARRISBURG, PA 17108  
TELEPHONE NO.: 1-800-692-7375

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

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

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

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

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

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

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

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

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

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

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

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

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

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

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

**THIS CLAIM TO BE FILED WITH:**

Office of the Sheriff of Clearfield County  
1 N. Second Street, Suite 116, Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
Telephone Number: (814) 765-2641 ext. 5986

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

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

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



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

CACV OF COLORADO LLC  
Plaintiff

vs.

Civil Action No. 06-1111-CD

JOSEPH KILMER JR  
Defendant

FARMERS NATIONAL BANK OF EMLENTON  
Garnishee

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: JOSEPH KILMER JR Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of FARMERS NATIONAL BANK OF EMLENTON, as garnishee, 1987 NICKELSVILLE RD KNOX PA 16232 and to notify the garnishee that:
  - a. An attachment has been issued;
  - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
  - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
    - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
    - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated

Amount due .....\$ 9411.10

Costs to be added..... \$ \_\_\_\_\_

**Prothonotary costs \$ 125.00**

Prothonotary

  
\_\_\_\_\_  
Deputy

DATED: 6-18-07

If Social Security or Supplemental 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 Social Security 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

DOCKET # 102917  
NO: 06-1111-CD  
SERVICE # 1 OF 1  
WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: CACV OF COLORADO LLC

vs.

DEFENDANT: JOSEPH KILMER JR.

TO: FARMERS NATIONAL BANK OF EMLENTON, Garnishee

SHERIFF RETURN

NOW, June 02, 0707 AT 12:30 PM SERVED THE WITHIN WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON FARMERS NATIONAL BANK, Garnishee DEFENDANT AT 861 BEAVER DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHERRI GUDALIS, HEAD TELLER A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /


PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8470866	10.00
SHERIFF HAWKINS	WELTMAN	8470866	36.43

FILED  CC.  
6/3:00 PM  
JUN 28 2007

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

William A. Shaw  
So Answers, Prothonotary/Clerk of Courts

  
Chester A. Hawkins  
Sheriff

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

CACV OF COLORADO LLC  
Plaintiff

vs.

Civil Action No. 06-1111-CD

JOSEPH KILMER JR  
Defendant

FARMERS NATIONAL BANK OF EMLENTON  
Garnishee

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: JOSEPH KILMER JR Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of FARMERS NATIONAL BANK OF EMLENTON, as garnishee, 1987 NICKELSVILLE RD KNOX PA 16232 and to notify the garnishee that:
  - a. An attachment has been issued;
  - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
  - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
    - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
    - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated

Amount due ..... \$ 9411.10

Received this 18 day of June A.D. 2007  
At 3:00 A.M.

Prothonotary costs \$ 125.00

Chester A. Hawkins  
Sheriff by Marlynn Hamer

Prothonotary

Webb  
Deputy

DATED: 6-18-07

If Social Security or Supplemental 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 Social Security 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 CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CACV OF COLORADO LLC  
Plaintiff

vs.

Civil Action No. 06-1111-CD

JOSEPH KILMER JR  
Defendant

FARMERS NATIONAL BANK OF EMLENTON  
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: JOSEPH KILMER JR Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of FARMERS NATIONAL BANK OF EMLENTON, as garnishee, 1987 NICKELSVILLE RD KNOX PA 16232 and to notify the garnishee that:
  - a. An attachment has been issued;
  - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
  - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
    - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
    - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated

Amount due .....\$ 9411.10

Costs to be added..... \$ \_\_\_\_\_

Received this writ this 18 day

at June A.D. 2007  
at 3:00 A.M. (P.M.)

Prothonotary costs \$125.00

Prothonotary

Webb  
Deputy

Sheriff

Chetan A. Humphreys  
by Maryanne Hamr

DATED: 6-18-07

If Social Security or Supplemental 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 Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

WWR#5244580

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

CACV OF COLORADO LLC

Plaintiff

vs.

JOSEPH KILMER JR

Defendant

and

FARMERS NATIONAL BANK OF EMLENTON

Garnishee

No. 06-1111-CD

**INTERROGATORIES IN ATTACHMENT  
FARMERS NATIONAL BANK OF EMLENTON**

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#5244580

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

CACV OF COLORADO LLC

Plaintiff

vs.

Civil Action No.: 06-1111-CD

JOSEPH KILMER JR  
Defendant

and

FARMERS NATIONAL BANK OF EMLENTON  
Garnishee

TO: FARMERS NATIONAL BANK OF EMLENTON  
1987 NICKELVILLE RD  
KNOX PA 16232

Suggested Reference No.: XXX-XX-6595

RE: JOSEPH KILMER JR  
POB 414  
CLARION PA 16214

**IMPORTANT NOTICES TO GARNISHEE!**

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

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

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

## INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason?

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

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

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

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

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

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

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

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

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

By: 

William T. Molczan, Esquire

PA I.D. #47437

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#5244580



VERIFICATION

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

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

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

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

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

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

CACV OF COLORADO LLC

Plaintiff

vs.

JOSEPH KILMER JR

Defendant

FARMERS NATIONAL BANK OF EMLENTON,

Garnishee,

No. 06-1111-CD

**PRAECIPE FOR WRIT OF EXECUTION  
(BANK ATTACHMENT ONLY)**

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#5244580

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

CACV OF COLORADO LLC

Plaintiff

vs.

Civil Action No. 06-1111-CD

JOSEPH KILMER JR

Defendant

FARMERS NATIONAL BANK OF EMLENTON,

Garnishee

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

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

1. directed to the Sheriff of CLEARFIELD County:
2. against JOSEPH KILMER JR, Defendant
3. against FARMERS NATIONAL BANK OF EMLENTON, Garnishee
4. Judgment Amount \$ 9082.37
- Interest \$ 328.73
- Costs \$
- SUBTOTAL:** \$ **9411.10**
- Costs (to be added by Prothonotary): \$

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

By: 

William T. Molczan, Esquire

PA I.D. #47437

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#5244580

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

CACV OF COLORADO LLC  
Plaintiff

vs.

Civil Action No. 06-1111-CD

JOSEPH KILMER JR  
Defendant

FARMERS NATIONAL BANK OF EMLENTON  
Garnishee

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: JOSEPH KILMER JR Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of FARMERS NATIONAL BANK OF EMLENTON, as garnishee, 1987 NICKELSVILLE RD KNOX PA 16232 and to notify the garnishee that:
  - a. An attachment has been issued;
  - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
  - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
    - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
    - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated

Amount due ..... \$ 9411.10

Costs to be added..... \$ \_\_\_\_\_

Prothonotary

Deputy

DATED: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

CACV OF COLORADO LLC  
Plaintiff

No. 06-1111-CD

vs.

JOSEPH KILMER JR

Defendant

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

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

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

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

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

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

LAWYER REFERRAL SERVICE  
PENNSYLVANIA BAR ASSOCIATION  
P.O. BOX 186  
HARRISBURG, PA 17108  
TELEPHONE NO.: 1-800-692-7375

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

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

- (1) FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON,
- (a) I desire that my statutory \$300.00 exemption be:  
☐ (1) set aside in kind (specify property, to be set aside in kind: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_) ☐ (2) paid in cash following the sale of the property levied upon; or
- (b) I claim the following exemption: (specify property and basis of exemption): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (2) FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:
- (a) my \$300.00 statutory exemption: ☐ in cash ☐ in kind  
(specify property): \_\_\_\_\_  
\_\_\_\_\_
- (b) Social Security benefits on deposit in the amount of \$ \_\_\_\_\_
- (c) Other (specify amount & basis for exemption): \_\_\_\_\_  
\_\_\_\_\_

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

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

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

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

**THIS CLAIM TO BE FILED WITH:**

Office of the Sheriff of Clearfield County  
1 N. Second Street, Suite 116, Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
Telephone Number: (814) 765-2641 ext. 5986

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

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

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

FILED 2cc Atty  
m/1:30 Lm Warmbrodt  
OCT 01 2007

William A. Shaw  
Prothonotary/Clerk of Courts

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

CACV OF COLORADO LLC

Plaintiff

vs.

JOSEPH KILMER JR

Defendant

FARMERS NATIONAL BANK OF EMLENTON

Garnishee

1111  
No. 06-111-CD-11-CD

**PRAECIPE TO SETTLE, DISCONTINUE  
& END AS TO THE GARNISHEE  
FARMERS NATIONAL BANK OF EMLENTON  
ONLY**

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt  
PA I.D #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#5244580

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

CACV OF COLORADO LLC

Plaintiff

vs.

Civil Action No. 06-111-CD-11-CD

JOSEPH KILMER JR

Defendant

FARMERS NATIONAL BANK OF EMLENTON

Garnishee

**PRAECIPE TO SETTLE DISCONTINUE AND END**  
**AS TO THE GARNISHEE, FARMERS NATIONAL BANK OF EMLENTON, ONLY**

TO THE PROTHONOTARY OF COUNTY:

Please kindly Settle Discontinue and End the above captioned matter as to Garnishee, FARMERS NATIONAL BANK OF EMLENTON, only, upon the records of the Court and mark the cost paid.

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

By: 

James C. Warmbrodt

PA I.D #42524

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#5244580

Sworn to and subscribed

Before me the 19

Day of ~~JULY~~ September  
, 2007

  
NOTARY PUBLIC

