

06-1314-CD
Capital One Bank vs Timothy Anthony

2006-1314-CD
Capital One vs Timothy Anthony

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

CAPITAL ONE BANK

Plaintiff

No: 06-1314-CD

vs.

COMPLAINT IN CIVIL ACTION

TIMOTHY J ANTHONY

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
05216556 C A Pit KEB

FILED 1ccShff
M 11:40 AM
AUG 16 2006 Atty pd 85.00
S
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No
TIMOTHY J ANTHONY
Defendant

COMPLAINT 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.

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

COMPLAINT

1. Plaintiff, CAPITAL ONE BANK is a corporation with offices at 6851 JERICHO TURNPIKE #190 SYOSSET , NY 11791 .

2. Defendant is adult individual(s) residing at the address listed below:

TIMOTHY J ANTHONY
501 SPRING AVE
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 5291152047751017 .

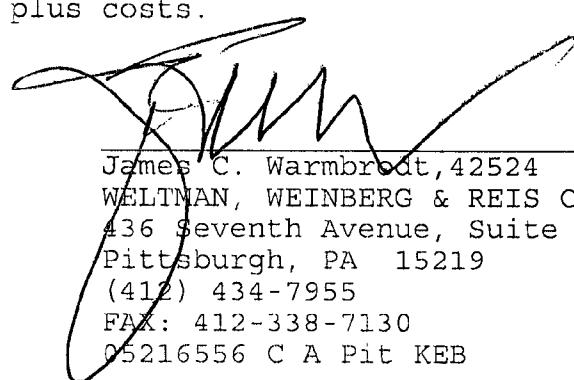
4. Defendant made use of said credit card and has a current balance due of \$2670.68 , as of August 08, 2006 .

5. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

6. Plaintiff is entitled to the addition of interest at the rate of 25.900% per annum on the unpaid balance from August 08, 2006 . A copy of Plaintiff's STATEMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , TIMOTHY J ANTHONY , INDIVIDUALLY , in the amount of \$2670.68 with continuing interest thereon at the rate of 25.900% per annum from August 08, 2006 plus costs.



James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
05216556 C A Pit KEB

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.

Your account is delinquent.

We want to help!



- To protect your credit with us, you need to make a payment.
- We can help—but only if you call us.
- When you call, you can make a **free** check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231

014-1102

CapitalOne®

Account Summary

Previous Balance	\$1,385.86
Payments, Credits and Adjustments	\$0.00
Transactions	\$70.00
Finance Charges	\$30.44
 New Balance	 \$1,486.30
Minimum Amount Due	\$1,486.30
Payment Due Date	August 11, 2003
 Total Credit Line	 \$500
Total Available Credit	\$0.00
Credit Line for Cash	\$500
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 85015
P.O. Box 85147	Richmond, VA 23285-5015
Richmond, VA 23276	

GOLD MASTERCARD ACCOUNT

5291-1520-4775-1017

JUN 12 - JUL 11, 2003

Page 1 of 1

Payments, Credits and Adjustments

Transactions

1	12 JUN	OVERLIMIT FEE	\$29.00
2	11 JUL	CAPITAL ONE MONTHLY MEMBER FEE	6.00
3	11 JUL	PAST DUE FEE	35.00

Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

You were assessed a past due fee of \$35.00 on 07/11/2003 because your minimum payment was not received by the due date of 07/11/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

EXHIBIT

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,429.71	.07096%	25.90%	\$30.44
CASH	\$0.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 5291152047751017 11 1486300025001486301

New Balance	\$1,486.30
Minimum Amount Due	\$1,486.30
Payment Due Date	August 11, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	5291-1520-4775-1017

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		

#9019378100238393# MAIL ID NUMBER
TIMOTHY J ANTHONY
RD 2 BOX 158
REYNOLDSVILLE PA 15851-9719

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

05098

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



11R03 00100
2.....
500985

1. **How To Avoid A Finance Charge.**
- † a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, and new cash advances. There will be no other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- † b. **Accruing Finance Charge.** Transactions which are not applied in a grace period are assessed finance charge: 1) from the date of the transaction or 2) from the date the transaction is processed to your Account; or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" in the previous billing period in full, finance charges will continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire "New Balance" indicated on the front of your statement. You will not be charged interest on purchases, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- † c. **Minimum Finance Charge.** For each billing period that contains a transaction, there will be a minimum FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will bill to your account as a minimum periodic finance charge.
- † d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Average Daily Balance (Including New Purchases).**
- † a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been provided to you on the front of this statement. For each segment of the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for that segment. We then add the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for that segment and add any new purchases and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. We then divide the total periodic balance for each segment of your account. However, if you used the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions will not be added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, we multiply the average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge shown to you.
- † b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to the daily balance, and then subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) Then we take the daily balance of each segment. Then we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. **Annual Percentage Rate.**
- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Savings) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal* and other publications. These changes will affect your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or S (3-mo. LIBOR) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessing Late Payment and Non-Payment Fees.**

- † a. Your account will be assessed to more than one of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you. We also reserve the right to assess the same or similar fees at a later time.
- † b. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to cancel the membership fee. If you do not cancel the membership fee, you will be charged a membership fee if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us in writing to the Customer Service Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. **If You Close Your Account.** You can request to close your account by calling the Customer Service Department, or by sending your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider resuming those arrangements when you reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due amounts, and any other amounts you owe us, including cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close your account or at the time you make your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, you will be charged, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account is closed in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

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 on a transaction or bill, write to us on a separate sheet of paper. Make the subject line for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call Customer Relations number 1-800-339-3969 so we will not receive your right. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error. If you are not sure what the transaction or item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for this property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One

O1LGLBAK

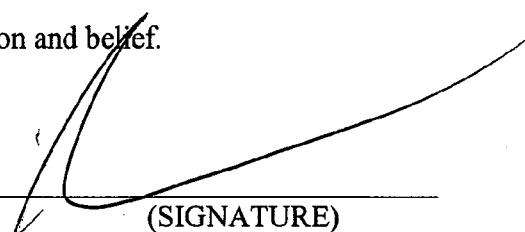
Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or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

VERIFICATION

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

Agent of Capital One Bank, 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.


(SIGNATURE)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101831
NO: 06-1314-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
VS.
DEFENDANT: TIMOTHY J. ANTHONY

SHERIFF RETURN

NOW, August 23, 2006 AT 12:55 PM SERVED THE WITHIN COMPLAINT ON TIMOTHY J. ANTHONY DEFENDANT AT 501 SPRING AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TIMOTHY ANTHONY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED

AUG 30 2006
01220/c
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2587199	10.00
SHERIFF HAWKINS	WELTMAN	2587199	34.91

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

Chester Hawkins
by Marilyn Hanna

Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK

Plaintiff No.06-1314-CD

vs.

**PRAECIPE FOR ENTRY OF JUDGMENT
BY CONSENT**

TIMOTHY J ANTHONY

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt
Paid# 42524
Weltman, Weinberg & Reis Co.
2718 Koppers Bldg
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
#2708.44
WWR#05216556

FILED Atty pd. 20.00
M 159 B1 ICC Notice to
OCT 06 2006 Def.

Statement to
William A. Shaw
Prothonotary/Clerk of Courts
Atty

(68)

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 06-1314-CD

TIMOTHY J ANTHONY

Defendant

PRAECIPE FOR JUDGMENT BY CONSENT

TO THE PROTHONOTARY:

Kindly enter Judgment against Defendant, TIMOTHY J ANTHONY, in the amount of \$2708.64 plus costs, based upon the consent of the parties.

CONSENTED TO:

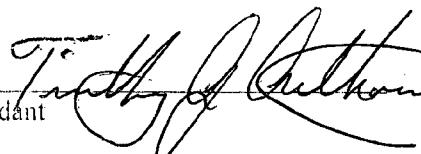
WELTMAN, WEINBERG & REIS CO., L.P.A.,

TIMOTHY J ANTHONY,

By: _____
Attorney for Plaintiff

WWR/#05216556

By: _____
Defendant



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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 06-1314-CD

TIMOTHY J ANTHONY

Defendant

**STIPULATION OF THE PARTIES FOR PAYMENT
AND FOR THE ENTRY OF JUDGMENT BY CONSENT**

TO THE PROTHONOTARY:

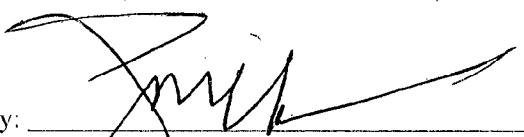
Kindly enter Judgment in favor of Plaintiff and against the Defendant, TIMOTHY J ANTHONY, above-named, in the amount of \$2708.64 pursuant to the Stipulation of the Parties for Payment and for the Entry of Judgment by Consent, as follows:

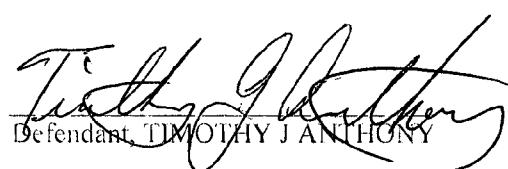
1. Defendant admits indebtedness to Plaintiff in the amount of \$2708.64 with continuing interest thereon at a rate of 6.00% per annum plus costs from SEPTEMBER 13, 2006.
2. To secure the repayment of said indebtedness, Defendant agrees that Judgment by Consent will be entered in favor of the Plaintiff and against the Defendant, TIMOTHY J ANTHONY, in the amount of \$2708.64 plus continuing interest thereon at the rate of 6.00% per annum from SEPTEMBER 13, 2006 and costs.
3. Plaintiff agrees not to execute on its Judgment so long as Defendant causes to be delivered to Plaintiff the following payments in full by 12:00 NOON on the following dates:
 - (a) \$125.00 due by 09/27/06;
 - (b) \$125.00 due on the 27TH day of each consecutive month thereafter until the Judgment amount plus accrued interest and costs are paid in full.

4. All payments are to be made payable to the order of "CAPITAL ONE BANK"
5. All payments due under this agreement are to be received at the offices of Weltman, Weinberg & Reis, Co., L.P.A., 2718 Koppers Building, 436 Seventh Avenue, Pittsburgh, PA 15219.
6. In the event of default, each payment received shall be first attributed to costs, interest and then to principal.
7. Time is of the essence of this agreement and should the Defendant fail to have in the hands of Plaintiff or Plaintiff's counsel any payment in full within five (5) calendar days of the stated due date, then Plaintiff shall be immediately free to issue Execution as well as pursue all other remedies, in law or in equity, to collect the full balance of the Judgment entered hereunder plus appropriate additional interest and costs.
8. No act or omission of the Plaintiff, nor of anyone alleged to be acting on its behalf, shall constitute a waiver, estoppel, or any other excuse for non-performance of any duty undertaken by the Defendant in this Stipulation which the parties agree is final and complete.

9. Intending to be legally bound, the parties set their hands and seals this 3 day of Oct,
2006.

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

By: 
James C. Warmbrodt
Paid# 42524
Weltman, Weinberg & Reis Co.
2718 Koppers Bldg
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR No. 05216556

By: 
Defendant, TIMOTHY J. ANTHONY

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 06-1314-CD

TIMOTHY J ANTHONY

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 10/16/06

Assumpsit Judgment in the amount
of \$2708.64 plus costs.

Trespass Judgment in the amount
of \$_____ plus costs.

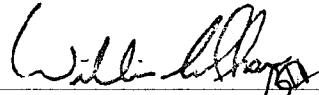
If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration will be
suspended by the Department of Transportation, Bureau of Traffic
Safety, Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Prosecution
 Confession
 Default
 Verdict
 Arbitration
 Award
 By Consent

Prothonotary

TIMOTHY J ANTHONY
501 SPRING AVE
DU BOIS, PA 15801

By:


PROTHONOTARY (OR DEPUTY)

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

Capital One Bank
Plaintiff(s)

No.: 2006-01314-CD

Real Debt: \$2,708.64

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Timothy J. Anthony
Defendant(s)

Entry: \$20.00

Instrument: Consent Judgment

Date of Entry: October 6, 2006

Expires: October 6, 2011

Certified from the record this 6th day of October, 2006.



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
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff No. 06-1314-CD

vs.

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

TIMOTHY J ANTHONY

Defendant

TIMBERLAND FCU,

Garnishee,

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R. Bibler
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05216556

FILED Atty pd. 20.00
m 12:20 PM
FEB 22 2007 2009 Writs
to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts *(6K)*

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

Plaintiff

vs.

Civil Action No. 06-1314-CD

TIMOTHY J ANTHONY

Defendant

TIMBERLAND FCU,

Garnishee

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

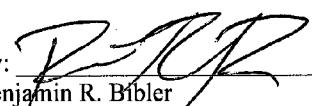
Kindly issue a Writ of Execution in the above matter...

1. directed to the Sheriff of CLEARFIELD County:
2. against TOMOTHY J ANTHONY, Defendant
3. against TIMBERLAND FCU, Garnishee

4. Judgment Amount	\$	2,708.64
Less payments of	\$	(125.00)
Interest	\$	57.64
Costs	\$	
SUBTOTAL:	\$	

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

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

By: 
Benjamin R. Bibler
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#05216556

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

OPY

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 06-1314-CD

TIMOTHY J ANTHONY
Defendant

TIMBERLAND FCU
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: TOMOTHY J ANTHONY Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;

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

Amount due \$

Costs to be added..... \$ _____

Prothonotary costs 125.00

Prothonotary

Willie Shantz

Deputy

DATED: 2/22/07

WWR#05216556

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

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

CAPITAL ONE BANK

Plaintiff

No. 06-1314-CD

vs.

TIMOTHY J ANTHONY

Defendant

TIMBERLAND FCU
GARNISHEE

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 OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102474
NO: 06-1314-CD
SERVICE # 1 OF 1
WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: TIMOTHY J. ANTHONY
TIMBERLAND FCU, Garnishee

SHERIFF RETURN

NOW, February 28, 2007 AT 10:25 AM SERVED THE WITHIN WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON TIMBERLAND FCU, Garnishee DEFENDANT AT 821 BEAVER RD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CARRIE A. WOOD, CEO A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8407768	10.00
SHERIFF HAWKINS	WELTMAN	8407768	36.82

Sworn to Before Me This

____ Day of _____ 2007

So Answers,

*Chester A. Hawkins
by Marilyn Hauer*
Chester A. Hawkins
Sheriff

FILED
MAR 02 2007
01/02/07
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 06-1314-CD

TIMOTHY J ANTHONY
Defendant

TIMBERLAND FCU
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: TOMOTHY J ANTHONY Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;

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

Amount due \$

Costs to be added..... \$

Prothonotary costs 125.00

Record 2-22-07 @ 2:15 pm
Clutter A. Hawley, Clerk
by Marilyn Harker

Prothonotary



Deputy

DATED: 2/22/07

WWR#05216556

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

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 06-1314-CD

TIMOTHY J ANTHONY
Defendant

TIMBERLAND FCU
Garnishee

WRIT OF EXECUTION

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To satisfy the judgment, interest and costs against: TOMOTHY J ANTHONY Defendant(s);

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Amount due \$

Costs to be added..... \$

Prothonotary costs 125.00

Rec'd 2-22-07 @ 2:15pm

Prothonotary

Chet A. Hawkins, Clerk
by Marly Hanner



Deputy

DATED: 2/22/07

WWR#05216556

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

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 06-1314-CD

TIMOTHY J ANTHONY
Defendant

TIMBERLAND FCU
Garnishee

WRIT OF EXECUTION

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To satisfy the judgment, interest and costs against: TOMOTHY J ANTHONY Defendant(s);

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Amount due\$

Costs to be added..... \$

Prothonotary costs 125.00

Read 2/22/07 @ 2:15pm
Chester A. Haucka, Sheriff
by Marilyn Heme

Prothonotary



Deputy

DATED: 2/22/07

WWR#05216556

IF SOCIAL SECURITY OR SUPPLEMENTAL SECURITY INCOME FUNDS ARE
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff No. 06-1314-CD

vs.

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

TIMOTHY J ANTHONY

Defendant

TIMBERLAND FCU.

Garnishee,

FILED ON BEHALF OF
Plaintiff

**COUNSEL OF RECORD OF
THIS PARTY:**

Benjamin R. Bibler
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05216556

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

FEB 22 2007

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

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

Plaintiff

vs.

Civil Action No. 06-1314-CD

TIMOTHY J ANTHONY

Defendant

TIMBERLAND FCU,

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 TOMOTHY J ANTHONY, Defendant
3. against TIMBERLAND FCU, Garnishee

4. Judgment Amount	\$	2,708.64
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Less payments of	\$	(125.00)
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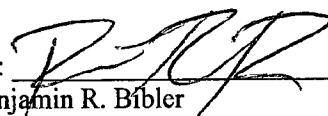
Interest	\$	57.64
----------	----	-------

Costs	\$	
-------	----	--

SUBTOTAL:	\$	
------------------	----	--

Costs (to be added by Prothonotary):	Prothonotary costs	\$ <u>125.00</u>
--------------------------------------	---------------------------	------------------

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

By: 
Benjamin R. Bibler

PA I.D. #93598

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#05216556

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 06-1314-CD

TIMOTHY J ANTHONY
Defendant

TIMBERLAND FCU
Garnishee

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Amount due\$

Costs to be added..... \$

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Prothonotary



Deputy

DATED: 2/22/07

WWR#05216556

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COUNTY OF CLEARFIELD

CAPITAL ONE BANK

Plaintiff

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TIMOTHY J ANTHONY

Defendant

TIMBERLAND FCU
GARNISHEE

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TELEPHONE NO.: 1-800-692-7375

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1. \$300.00 exemptions set by law.
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(a) I desire that my statutory \$300.00 exemption be:

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

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(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.

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

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

CAPITAL ONE BANK

Plaintiff

No. 06-1314-CD

vs.

**PRAECIPE TO SETTLE, DISCONTINUE
& END AS TO THE GARNISHEE
TIMBERLAND FCU ONLY**

TIMOTHY J ANTHONY

Defendant

TIMBERLAND FCU

Garnishee

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#05216556

FILED
m16245704
APR 30 2007
NOCC
GK

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 06-1314-CD

TIMOTHY J ANTHONY

Defendant

TIMBERLAND FCU

Garnishee

**PRAECIPE TO SETTLE DISCONTINUE AND END
AS TO THE GARNISHEE , TIMBERLAND FCU, ONLY**

TO THE PROTHONOTARY OF COUNTY:

Please kindly Settle Discontinue and End the above captioned matter as to Garnishee, TIMBERLAND FCU, only, upon the records of the Court and mark the cost paid.

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

By: _____

James C. Warmbrodt

PA ID #42524

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#05216556

Sworn to and subscribed

Before me the 2

Day of APRIL

, 2007


NOTARY PUBLIC

