

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

CAPITAL ONE BANK

Plaintiff

vs.

ROBERT L BLAKE

Defendant

No: 2006-1436-CD

COMPLAINT IN CIVIL ACTION

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
05215199 C A Pit KEB

FILED
m 3:09 p.m. 6K Plff paid 85.00
SEP 05 2006 1 cc to shff.
William A. Shaw
Prothonotary/Clerk of Courts

Jan 28, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw GK
Deputy Prothonotary

Nov. 3 2006 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

Oct 29, 2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw GK
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
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CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No

ROBERT L BLAKE

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:

ROBERT L BLAKE
1 RR 1 POB 336
FRENCHVILLE, PA 16836

3. Defendant applied for and received a credit card bearing the account number 4388641776932555 .


4. Defendant made use of said credit card and has a current balance due of \$2989.26 , as of August 16, 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 16, 2006 . A copy of Plaintiff's STATMENT 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 , ROBERT L BLAKE , INDIVIDUALLY , in the amount of \$2989.26 with continuing interest thereon at the rate of 25.900% per annum from August 16, 2006 plus costs.



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05215199 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!



Take Action!
Call Today!

- 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

Capital One

VISA GOLD ACCOUNT

AUG 10 - SEP 09, 2003

4388-6417-7693-2555

Page 1 of 1

Account Summary

Previous Balance	\$1,598.31
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$36.16
New Balance	\$1,698.47
Minimum Amount Due	\$1,698.47
Payment Due Date	October 09, 2003
Total Credit Line	\$1,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

Capital One is a proud sponsor of the 55th Annual Primetime Emmy Awards Telecast. Tune in Sunday, September 21st on FOX from 8-11 p.m. ET (7-10 p.m. CT) to see the talent you've enjoyed during the past season unite to celebrate another year of groundbreaking work in television. Capital One wants you to be a part of the excitement! Check out Capital One's ad in the September 12th issue of People Magazine or visit redcarpetweekend.com for more details.

Payments, Credits and Adjustments

Transactions

1	11 AUG	OVERLIMIT FEE	\$29.00
2	09 SEP	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 09/09/2003 because your minimum payment was not received by the due date of 09/09/2003. 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	\$1,628.13	.07096%	25.90%	\$35.82
CASH	\$15.65	.07096%	25.90%	\$3.34

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4388641776932555 09 1698470100001698479

New Balance \$1,698.47
Minimum Amount Due \$1,698.47
Payment Due Date October 09, 2003

Total enclosed \$
Account Number: 4388-6417-7693-2555

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 @

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



054052



#9025388734500110# MAIL ID NUMBER
ROBERT L BLAKE
RR 1 BOX 336
FRENCHVILLE PA 16836-9511





09F03 0 0100
2

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, new special purchases and new 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 subject to 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" from the previous billing period in full, finance charges 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 by the next statement closing date, 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 your account is subject to a finance charge, a minimum total 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 be billed to the purchase segment of your account.

† **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 previously disclosed to you. At the end of each day during 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 each segment. We add up 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 each segment and add any new transactions 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. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not 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, multiply your 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 actually assessed.

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 each segment, and 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.) This gives us 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 Rates (APR).

- 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 (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly 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 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 G (3-mo. LIBOR Replicated Monthly) appears on the front of your 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. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two 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 without waiving our right to assess the same or similar fees at a later time.

5. 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 avoid paying the fee or to have such fee credited to you 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 by calling our Customer Relations 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 our Customer Relations Department. You must destroy 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 receipt of a charge your authorization to 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 fees, overlimit fees, returned payment fees, 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 the account or they are incurred subsequent to 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, your account will be reopened, 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 balance has been paid 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 as soon as possible at the address 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 our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the 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 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.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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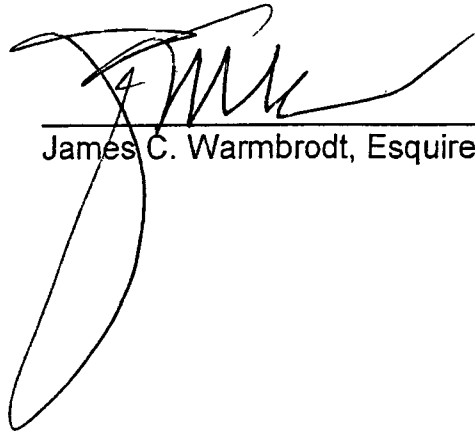
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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing 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 falsification to authorities, that he is an attorney for the Plaintiff herein and makes this Verification based upon the facts as supplied to him by the Plaintiff because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.

A handwritten signature in black ink, appearing to read 'J. Warmbrodt', is written over a horizontal line. Below the line, the name 'James C. Warmbrodt, Esquire' is printed. A large, loopy flourish extends from the bottom of the signature down towards the center of the page.

James C. Warmbrodt, Esquire

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

CAPITAL ONE BANK

Plaintiff

No. 2006-1436-CD

vs.

PRAECIPE TO REINSTATE COMPLAINT

ROBERT L BLAKE

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#05215199

FILED
NOV 03 2006
William A. Shaw
Prothonotary/Clerk of Courts
i sent to
SHERIFF
with REINSTATE
COMPLAINT -

~~FILED~~
~~NOV 03 2006~~
~~William A. Shaw~~
~~Prothonotary/Clerk of Courts~~
Amg pd-7.00

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CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L BLAKE

Defendant

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

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

By: 

William T. Moleczan

PA I.D. #47437

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #05215199

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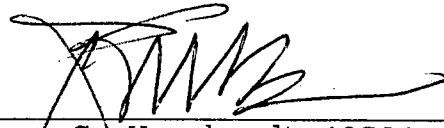
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1-800-479-7231

014-1102

Capital One

VISA GOLD ACCOUNT
4388-6417-7693-2555

AUG 10 - SEP 09, 2003

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Capital One

00000000 0 4388641776932555 09 1698470100001698479

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Minimum Amount Due **\$1,698.47**
Payment Due Date October 09, 2003
Total enclosed \$
Account Number: 4388-6417-7693-2555

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

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



054052



#9025388734500110# MAIL ID NUMBER
ROBERT L BLAKE
RR 1 BOX 336
FRENCHVILLE PA 16836-9511





09R03 O 0100
2

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Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges 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 by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.</p> <p>c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total 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 be billed to the purchase segment of your account.</p> <p>d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases).</p> <p>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 previously disclosed to you. At the end of each day during 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 each segment. We add up 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 each segment and add any new transactions 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. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not 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, multiply your 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 our calculation and the amount of finance charge actually assessed.</p> <p>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</p>	<p>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 each segment, and 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.) This gives us 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.</p> <p>3. Annual Percentage Rates (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your 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 <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two 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 without waiving our right to assess the same or similar fees at a later time.</p> <p>5. 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 avoid paying the fee or to have such fee credited to you 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 by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy 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 receipt of a charge your authorization to 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 fees, overlimit fees, returned payment fees, 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 the account or they are incurred subsequent to 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</p>	<p>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, your account will be reopened, 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 balance has been paid in full as defined above.</p> <p>7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill)</p> <p>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 as soon as possible at the address 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 our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the 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.</p> <p>t. † Special Rule For Credit Card Purchases</p> <p>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 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.) Please remember to sign all correspondence.</p> <p>† Does not apply to consumer non-credit card accounts ‡ Does not apply to business non-credit card accounts</p> <p>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</p>
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540525

01LGLBAK


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 falsification to authorities, that he is an attorney for the Plaintiff herein and makes this Verification based upon the facts as supplied to him by the Plaintiff because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.



James C. Warmbrodt, Esquire



William A. Shaw
Prothonotary/Clerk of Courts

NOV 03 2006

FILED

William A. Shaw
Prothonotary/Clerk of Courts

NOV 03 2006

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **101894**

CAPITAL ONE BANK

Case # 06-1436-CD

vs.

ROBERT L. BLAKE

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW December 12, 2006 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO ROBERT L. BLAKE, DEFENDANT. NEED PHYSICAL ADDRESS FOR DEFENDANT

SERVED BY: /

FILED
013:3761
DEC 12 2006

Return Costs

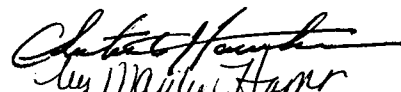
PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2594487	10.00
SHERIFF HAWKINS	WELTMAN	2594487	14.00

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

_____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK

Plaintiff

vs.

ROBERT L BLAKE

Defendant

No: 2006-1436-CD

COMPLAINT IN CIVIL ACTION

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
05215199 C A Pit KEB

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

SEP 05 2006

Attest.


Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No

ROBERT L BLAKE

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:

ROBERT L BLAKE
1 RR 1 POB 336
FRENCHVILLE, PA 16836

3. Defendant applied for and received a credit card bearing the account number 4388641776932555 .

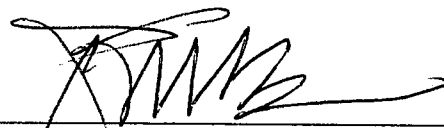
4. Defendant made use of said credit card and has a current balance due of \$2989.26 , as of August 16, 2006 .

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 16, 2006 . A copy of Plaintiff's STATMENT 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 , ROBERT L BLAKE , INDIVIDUALLY , in the amount of \$2989.26 with continuing interest thereon at the rate of 25.900% per annum from August 16, 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
05215199 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!



Take Action!
Call Today!

- 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

Capital One

VISA GOLD ACCOUNT
4388-6417-7693-2555

AUG 10 - SEP 09, 2003
Page 1 of 1

Account Summary

Previous Balance	\$1,598.31
Payments, Credits and Adjustments	\$.00
Transactions	\$64.00
Finance Charges	\$36.16
New Balance	\$1,698.47
Minimum Amount Due	\$1,698.47
Payment Due Date	October 09, 2003
Total Credit Line	\$1,000
Total Available Credit	\$.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$.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	

Important Account Information

Capital One is a proud sponsor of the 55th Annual Primetime Emmy Awards Telecast. Tune in Sunday, September 21st on FOX from 8-11 p.m. ET (7-10 p.m. CT) to see the talent you've enjoyed during the past season unite to celebrate another year of groundbreaking work in television. Capital One wants you to be a part of the excitement! Check out Capital One's ad in the September 12th issue of People Magazine or visit redcarpetweekend.com for more details.

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Payments, Credits and Adjustments

Transactions

1	11 AUG	OVERLIMIT FEE	\$29.00
2	09 SEP	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 09/09/2003 because your minimum payment was not received by the due date of 09/09/2003. 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	\$1,628.13	.07096%	25.90%	\$35.82
CASH	\$15.65	.07096%	25.90%	\$3.34

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4388641776932555 09 1698470100001698479

New Balance **\$1,698.47**
Minimum Amount Due **\$1,698.47**
Payment Due Date **October 09, 2003**
Total enclosed \$
Account Number: **4388-6417-7693-2555**

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 @

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



054052



#9025388734500110# MAIL ID NUMBER
ROBERT L BLAKE
RR 1 BOX 336
FRENCHVILLE PA 16836-9511





09R03 0100
2

<p>1. How To Avoid A Finance Charge.</p> <p>a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new 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."</p> <p>b. Accruing Finance Charge. Transactions which are not subject to 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" from the previous billing period in full, finance charges 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 by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p>c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total 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 be billed to the purchase segment of your account.</p> <p>d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases).</p> <p>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 previously disclosed to you. At the end of each day during 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 each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. 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Additionally, your account will not be closed until you pay all amounts you owe including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, 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 the account or they are incurred subsequent to 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</p>	<p>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, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. 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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; or if you need more information, a description of the 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.</p> <p>† Special Rule For Credit Card Purchases</p> <p>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. 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54052S

01LGLBAK


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.

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James C. Warmbrodt, Esquire



In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **102098**

CAPITAL ONE BANK

Case # 06-1436-CD

vs.

ROBERT L. BLAKE

TYPE OF SERVICE COMPLAINT & PRAECIPE

SHERIFF RETURNS

NOW February 15, 2007 RETURNED THE WITHIN COMPLAINT & PRAECIPE "NOT SERVED, TIME EXPIRED" AS TO ROBERT L. BLAKE, DEFENDANT. UNABLE TO SERVE DUE TO LARGE DOG RUNNING LOOSE

SERVED BY: /

Return Costs


PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8364870	10.00
SHERIFF HAWKINS	WELTMAN	8364870	37.48

FILED
FEB 15 2007
0/234562
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

_____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK

Plaintiff

vs.

ROBERT L BLAKE

Defendant

No. 2006-1436-CD

PRAECIPE TO REINSTATE COMPLAINT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

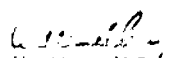
William T. Molczan
PA I.D. #47437
WELTMAN, WEINBERG & REIS, CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05215199

This document is a true
and correct copy of the original
submitted and filed in this court.

NOV 03 2006

Attest.


Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2006-1436-CD

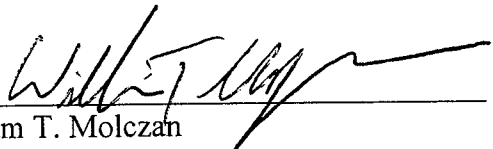
ROBERT L BLAKE

Defendant

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

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

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

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

WWR #05215199

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

CAPITAL ONE BANK

Plaintiff

No: 2006-1436-CD

vs.

COMPLAINT IN CIVIL ACTION

ROBERT L BLAKE

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
05215199 C A Pit KEB

FILED

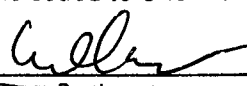
3:09 P.M.

SEP 05 2006

William A. Shaw
Prothonotary/Clerk of Courts

Nov. 3, 2006

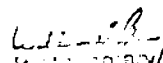
Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

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

NOV 03 2006

Attest.


Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

No:

vs.

COMPLAINT IN CIVIL ACTION

ROBERT L BLAKE

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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436 Seventh Avenue, Suite 2718
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(412) 434-7955
FAX: 412-338-7130
05215199 C A Pit KEB

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No

ROBERT L BLAKE

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:

ROBERT L BLAKE
1 RR 1 POB 336
FRENCHVILLE, PA 16836

3. Defendant applied for and received a credit card bearing the account number 4388641776932555 .

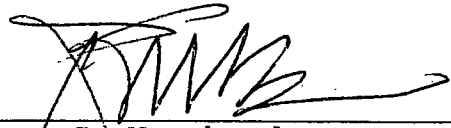
4. Defendant made use of said credit card and has a current balance due of \$2989.26 , as of August 16, 2006 .

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 16, 2006 . A copy of Plaintiff's STATMENT 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 , ROBERT L BLAKE , INDIVIDUALLY , in the amount of \$2989.26 with continuing interest thereon at the rate of 25.900% per annum from August 16, 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
05215199 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!



Take Action!
Call Today!

- 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

Capital One

VISA GOLD ACCOUNT
4388-6417-7693-2555

AUG 10 - SEP 09, 2003
Page 1 of 1

Account Summary

Previous Balance	\$1,598.31
Payments, Credits and Adjustments	\$.00
Transactions	\$64.00
Finance Charges	\$36.16
New Balance	\$1,698.47
Minimum Amount Due	\$1,698.47
Payment Due Date	October 09, 2003
Total Credit Line	\$1,000
Total Available Credit	\$.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$.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

Important Account Information

Capital One is a proud sponsor of the 55th Annual Primetime Emmy Awards Telecast. Tune in Sunday, September 21st on FOX from 8-11 p.m. ET (7-10 p.m. CT) to see the talent you've enjoyed during the past season unite to celebrate another year of groundbreaking work in television. Capital One wants you to be a part of the excitement! Check out Capital One's ad in the September 12th issue of People Magazine or visit redcarpetweekend.com for more details.

540625

Payments, Credits and Adjustments

Transactions

1	11 AUG	OVERLIMIT FEE	\$29.00
2	09 SEP	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 09/09/2003 because your minimum payment was not received by the due date of 09/09/2003. 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	\$1,628.13	.07096%	25.90%	\$35.82
CASH	\$15.65	.07096%	25.90%	\$.34

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4388641776932555 09 1698470100001698479

New Balance **\$1,698.47**
Minimum Amount Due **\$1,698.47**
Payment Due Date October 09, 2003
Total enclosed \$
Account Number: 4388-6417-7693-2555

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

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



054052



#9025388734500110# MAIL ID NUMBER
ROBERT L BLAKE
RR 1 BOX 336
FRENCHVILLE PA 16836-9511





08R03 0 0100
2

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, new special purchases and new 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 subject to 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" from the previous billing period in full, finance charges 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 by the next statement closing date, 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 your account is subject to a finance charge, a minimum total 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 be billed to the purchase segment of your account.

† 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 previously disclosed to you. At the end of each day during 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 each segment. We add up 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 each segment and add any new transactions 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. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not 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, multiply your 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 actually assessed.

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 each segment, and 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.) This gives us 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 Rates (APR).

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 (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your 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.

d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two 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 without waiving our right to assess the same or similar fees at a later time.

5. **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 avoid paying the fee or to have such fee credited to you 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 by calling our Customer Relations 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 our Customer Relations Department. You must destroy 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 receipt of a charge your authorization to 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 fees, overlimit fees, returned payment fees, 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 the account or they are incurred subsequent to 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, your account will be reopened, 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 balance has been paid 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 as soon as possible at the address 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 our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the 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 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.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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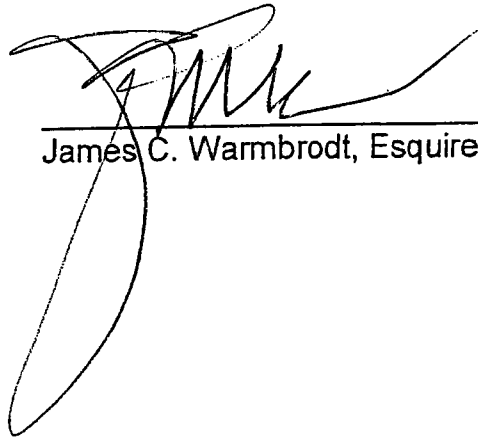
O1GLBAK

540525

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 falsification to authorities, that he is an attorney for the Plaintiff herein and makes this Verification based upon the facts as supplied to him by the Plaintiff because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.



James C. Warmbrodt, Esquire

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

CAPITAL ONE BANK

Plaintiff

No. 2006-1436-CD

vs.

MOTION FOR ALTERNATE SERVICE

ROBERT L BLAKE

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 Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED
M110:54/64
JUL 12 2007
VCC
CR

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

No. 2006-1436-CD

vs.

ROBERT L BLAKE

Defendant

PLAINTIFF'S MOTION FOR ALTERNATE SERVICE

AND NOW, comes Plaintiff, by counsel, Weltman, Weinberg & Reis Co., L.P.A. and requests this Honorable Court to enter an Order allowing the Plaintiff to make service upon Defendant, ROBERT L BLAKE, by certified U.S. Mail and Certificate of Mailing, addressed to 6245 Gillingham Rd, Frenchville, Pa 16836, averring in support thereof the following:

1. On or about NOVEMBER 3, 2006, Plaintiff filed a Complaint in Civil Action against Defendant to recover the unpaid balance due Plaintiff from Defendant in the amount of \$2989.26.
2. When the Sheriff of CLEARFIELD County, Pennsylvania, attempted to make service of Plaintiff's Complaint on Defendant, the Sheriff was unable to do so, as evidenced by the Sheriff's return, a true and correct copy of which is attached hereto, marked Exhibit "1", and made a part hereof.
3. Upon receipt of the Sheriff's return of no service, Plaintiff conducted an investigation with the United States Postal Service to confirm the physical address of the Defendant.

4. Pursuant to Plaintiff's request for information, the United States Postal Service confirmed Defendant's physical address of 6245 Gillingham Rd, Frenchville, Pa 16836, a true and correct copy of Plaintiff's Postal Request is attached hereto, marked as Exhibit "2", and made a part hereof.

5. Plaintiff conducted an online white pages search and was able to confirm a current address for Defendant of 6245 Gillingham Rd, Frenchville, Pa 16836. A true and correct copy of the search results is attached hereto, marked as Exhibit "3", and made a part hereof.

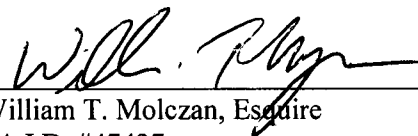
6. Plaintiff contacted the CLEARFIELD County Tax Assessment office, a representative from which could not confirm the Defendant's current physical address as 6245 Gillingham Rd, Frenchville, Pa 16836.

7. Upon receipt of the Sheriff's return of no service, Plaintiff conducted an investigation with the LexisNexis Total Research System to confirm the physical address of the Defendant.

8. Pursuant to Plaintiff's request for information, LexisNexis Total Research System confirmed Defendant's physical address of 6245 GILLINGHAM RD, FRENCHVILLE, PA 16836, a true and correct copy of the LexisNexis search results is attached hereto, marked as Exhibit "4", and made a part hereof.

9. Based upon the foregoing, Plaintiff believes and therefore avers that Defendant is attempting to avoid service of process in the above-captioned matter and Plaintiff therefore seeks an Order of Court, pursuant to Pennsylvania Rule of Civil Procedure 430, granting Plaintiff leave to serve its Complaint on Defendant by alternative means.

WHEREFORE, Plaintiff requests this Honorable Court to enter an Order pursuant to PA.R.C.P. 430(a), authorizing the Plaintiff to serve Defendant by Certified U.S. Mail and Certificate of Mailing sent to an address (6245 Gillingham Rd, Frenchville, Pa 16836) at which Defendant is presently receiving mail according to information obtained from the Post Office, or by allowing service by a competent adult.

A handwritten signature in black ink, appearing to read "William T. Molczan", is written over a horizontal line.

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # 102098

CAPITAL ONE BANK

Case # 06-1436-CD

vs.

ROBERT L. BLAKE

COPY

TYPE OF SERVICE COMPLAINT & PRAECIPE

SHERIFF RETURNS

NOW February 15, 2007 RETURNED THE WITHIN COMPLAINT & PRAECIPE "NOT SERVED, TIME EXPIRED" AS TO ROBERT L. BLAKE, DEFENDANT. UNABLE TO SERVE DUE TO LARGE DOG RUNNING LOOSE

SERVED BY: /

EXHIBIT

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8364870	10.00
SHERIFF HAWKINS	WELTMAN	8364870	37.48

Sworn to Before me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

05215199

BROOKLYN HTS., OH
216.739.5100

BURLINGTON, NJ
609.914.0437

CHICAGO, IL
312.782.9676

CINCINNATI, OH
513.723.2200

CLEVELAND, OH
216.685.1000

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

ATTORNEYS AT LAW



COLUMBUS, OH
614.228.7272

DEERFIELD, IL
847.940.9812

DETROIT, MI
248.362.6100

GROVE CITY, OH
614.801.2600

PHILADELPHIA, PA
215.599.1500

November 22, 2006

Postmaster
Frenchville, Pa 16836

EXHIBIT

2

Request for Change of Address or Boxholder Information Needed for Service of Legal Process

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Robert L Blake
Address: 6245 Gillingham Rd
Frenchville, Pa 16836

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: William T. Molczan, Esquire, Attorney for Plaintiff, Capital One Bank
2. Statute or regulation that empowers me to serve process : N/A
3. The names of all known parties to the litigation: Capital One Bank VS. Robert L Blake
4. The Court in which the case has been or will be heard: Court of Common Pleas of Clearfield County
5. The docket or other identifying number if one has been issued: 2006-1436-CD
The capacity in which this individual is to be served: Defendant

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.


Signature

WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

B'NAI THOMAS
Printed Name

FOR POST OFFICE USE ONLY

BOX HOLDER'S POSTMARK

- ☐ Not known at address given.
☐ Moved, left no forward address.
☐ No such address.
☐ No change of address on file
☒ Good as Addressed



NEW ADDRESS or NAME and STREET ADDRESS

PLEASE INDICATE PHYSICAL ADDRESS

WWR#05215199

WhitePages.com



EXHIBIT

3

[Print Screen](#) | [Back](#)**Search Information**

Displaying 1-4 of 4 results matching "6245 Gillingham Road, Frenchville/ (Frenchville), PA, 16836"

1 of 4 LEONARD, RUTH6245 Gillingham Rd
Frenchville, PA 16836-7625
(814) 263-7228**2 of 4 BLAKE, ROBERT**6245 Gillingham Rd, Apt 166
Frenchville, PA 16836-7625
(814) 263-7118**3 of 4 LEONARD, RUTH**6245 Gillingham Rd
Frenchville, PA 16836-7625
(814) 263-7177**4 of 4 LEONARD, RUTH**6245 Gillingham Rd
Frenchville, PA 16836-7625
(814) 263-7118


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[GLBA - 2. Legal Compliance](#)[Click to visualize this report](#)**EXHIBIT**4[Subject Summary](#) | [Others Using SSN](#) | [Address Summary \(27\)](#) | [Voter Registrations](#)
[Licenses](#) | [Personal Property](#) | [Real Property \(1\)](#) | [Bankruptcies](#) | [Judgments & Liens \(2\)](#)
[Relatives \(22\)](#) | [Associated Entities \(45\)](#) | [Neighbors \(12\)](#) | [Sources \(49\)](#)FOR INFORMATIONAL PURPOSES ONLY
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a division of Reed Elsevier Inc. All Rights Reserved

Full Name	Address	County	PI
BLAKE, ROBERT LEE II	6245 GILLINGHAM RD 166 FRENCHVILLE, PA 16836-7625 COUNTY: CLEARFIELD	CLEARFIELD	(8


ADDITIONAL PERSONAL INFORMATION

SSN	DOB	GENDER
 (TENNESSEE: 1980-1981)	04/1964 (Age: 43)	

Subject Summary[Name Variations \(6\)](#) | [SSNs Summary](#)**Name Variations**[View Name](#)

- 1: BLAKE, ROBERT LEE II
- 2: BLAKE, ROBERT L II
- 3: BLAKE, ROBERT L 2
- 4: LEE BLAKE, ROBERT JR
- 5: BLAKE, ROBERT L
- 6: BLAKE, ROBERT

SSNs Summary

No.	SSN	State Iss.	Date Iss.	Warnings
1:		TENNESSEE	1980-1981	

DOBs

- 1: 04/1964

Address Summary

Address Summary - 27 records found for subject:

[View](#)

Address

Ar

1:	6245 GILLINGHAM RD 166 FRENCHVILLE, PA 16836-7625 COUNTY: CLEARFIELD	<u>Ge</u> <u>Vi</u>
2:	12 ERIKA LN ARDEN, NC 28704-9474 COUNTY: BUNCOMBE	<u>Ge</u> <u>Vi</u>
3:	2625 REDWING RD STE 140 FORT COLLINS, CO 80526-6314 COUNTY: LARIMER	<u>Ge</u> <u>Vi</u>
4:	RR 1 BOX 336 FRENCHVILLE, PA 16836-9801 COUNTY: CLEARFIELD	<u>Ge</u> <u>Vi</u>
5:	PO BOX 10 MINERAL SPRINGS, PA 16855-0010 COUNTY: CLEARFIELD	<u>Ge</u> <u>Vi</u>
6:	GENERAL DELIVERY MINERAL SPRINGS, PA 16855-9999 COUNTY: CLEARFIELD	<u>Ge</u> <u>Vi</u>
7:	201 N 2ND ST APT A CLEARFIELD, PA 16830-2554 COUNTY: CLEARFIELD	<u>Ge</u> <u>Vi</u>
8:	19 BAXTER ST REYNOLDSVILLE, PA 15851-1003 COUNTY: JEFFERSON	<u>Ge</u> <u>Vi</u>
9:	1101 2ND AVE N APT SURFSIDE BEACH, SC 29575-5003 COUNTY: HORRY	<u>Ge</u> <u>Vi</u>
10:	WPNS CO 2 LAV BN 2MARDIV CAMP LEJEUNE, NC 28542 COUNTY: ONSLOW	<u>Ge</u> <u>Vi</u>
11:	2209 MOQ JACKSONVILLE, NC 28542 COUNTY: ONSLOW	<u>Ge</u> <u>Vi</u>
12:	CCO WPNS PLT 2NT LAIBN CAMP LEJEUNE, NC 28542 COUNTY: ONSLOW	<u>Ge</u> <u>Vi</u>
13:	1102 DOREY ST CLEARFIELD, PA 16830-2724 COUNTY: CLEARFIELD	<u>Ge</u> <u>Vi</u>
14:	C CO 2ND LAI CAMP LEJEUNE, NC 28542 COUNTY: ONSLOW	<u>Ge</u> <u>Vi</u>
15:	2ND LAU CHARLIE CO CAMP LEJEUNE, NC 28542 COUNTY: ONSLOW	<u>Ge</u> <u>Vi</u>
16:	PO BOX 2095 HOLLY RIDGE, NC 28445-9821 COUNTY: ONSLOW	<u>Ge</u> <u>Vi</u>
17:	1726 TAHITI LN ALABASTER, AL 35007-8723 COUNTY: SHELBY	<u>Ge</u> <u>Vi</u>
18:	2D MAR DIV CAMP LEJEUNE, NC 28542 COUNTY: ONSLOW	<u>Ge</u> <u>Vi</u>
19:	SECOND LAV BN WPNS CO CAMP LEJEUNE, NC 28542	<u>Ge</u>

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the within Motion for Alternate Service was served on the 9 day of July, 2007, by first class, U.S. Mail, postage-prepaid, addressed as follows:

ROBERT L BLAKE
6245 Gillingham Rd
Frenchville, Pa 16836



Attorney for Plaintiff

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

CAPITAL ONE BANK

NO. 2006-1436-CD

Plaintiff

vs.

ROBERT L BLAKE

Defendant

AFFIDAVIT PURSUANT TO PA R.C.P. 430 (a)

BEFORE ME, a Notary Public, in and for the foregoing County and Commonwealth, personally appeared William T. Molczan, Esquire, of Weltman, Weinberg & Reis, Co., L.P.A., attorneys for Plaintiff, and deposes and says that the following accurately reflects efforts made to ascertain the exact whereabouts of Defendant named in the above-captioned matter.

- a. Plaintiff requested current address information from the United States Postal Service, which request for information confirmed the current address for Defendant as being 6245 Gillingham Rd, Frenchville, Pa 16836. A true and correct copy of the Postal Service Return is marked Exhibit "2" attached hereto and made a part hereof.
- b. Plaintiff conducted an online what pages search that confirmed the Defendant's address to be 6245 GILLINGHAM RD, FRENCHVILLE, PA 16836. A true and correct copy is attached hereto and marked as Exhibit "3."
- c. Plaintiff requested current address information from the LexisNexis Total Research System, which request for information confirmed the current address for Defendant as being 6245 GILLINGHAM RD, FRENCHVILLE, PA 16836. A true and correct copy of the LexisNexis search results is marked Exhibit "4" attached hereto and made a part hereof.

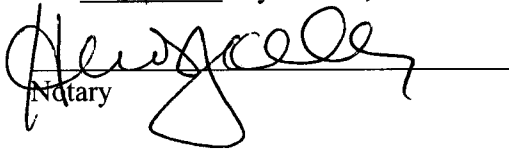
Finally, Affiant deposes and says that after the foregoing investigation, the exact whereabouts of the Defendant, ROBERT L BLAKE, is 6245 Gillingham Rd, Frenchville, Pa 16836.

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



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

Sworn to and subscribed before me
this 29 day of June, 07


Notary

1 OF PENNS
Notary
Notary
Notary
Notary
Notary

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

CAPITAL ONE BANK

Plaintiff

No. 2006-1436-CD

vs.

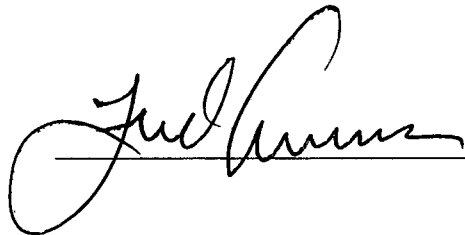
ROBERT L BLAKE

FILED
JUL 16 2007
013:001
William A. Shaw
Prothonotary/Clerk of Courts
1 sent to Att

ORDER OF COURT

AND NOW, to-wit, this 13 day of July, 2007, upon consideration of the foregoing Motion for Service of the Complaint Pursuant to Special Order of Court and attached supporting affidavit, it is hereby ORDERED, ADJUDGED AND DECREED, that the service of the Complaint in Civil Action may be made on Defendant, ROBERT L BLAKE, by permitting the Plaintiff to mail a copy of the Complaint to the Defendant the last known address being 6245 Gillingham Rd, Frenchville, Pa 16836 by Certified Mail and by Certificate of Mailing Postal Form 3817, postage prepaid. Service to be completed upon mailing.

BY THE COURT:

 J.

DATE: _____
____ You are responsible for serving all appropriate parties.
____ The Prothonotary's office has provided service to the following parties:
____ Plaintiff(s) _____ Plaintiff(s) Attorney _____ Other
____ Defendant(s) _____ Defendant(s) Attorney _____
____ Special Instructions:

FILED
JUL 16 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

ROBERT L BLAKE

Defendant

No. 2006-1436 CD

PRAECIPE TO REINSTATE 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
WWR#05215199

FILED *Atty pd 7.00*
11/3/07
OCT 29 2007 *ICC & 1 Compl.*
William A. Shaw
Prothonotary/Clerk of Courts *Reinstated to Atty*
(GK)

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2006-1436CD

ROBERT L BLAKE

Defendant

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint. in the above captioned matter.

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

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

WWR #05215199

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

CAPITAL ONE BANK

Plaintiff

vs.

ROBERT L BLAKE

Defendant

No. 2006-1436-CD

PRAECIPE TO REINSTATE 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.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#05215199

7:12:52 PM
JAN 23 2006
Atty Bd. \$7.00
William A. Shaw
Prothonotary/Clerk of Courts
ICC #1 Compl.
Reinstated
to Atty
(GK)

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L BLAKE

Defendant

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint. in the above captioned matter.

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

By: 

James C. Warmbrodt, Esquire

PA I.D. #42524

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #05216199

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

CAPITAL ONE BANK

Plaintiff

vs.

ROBERT L BLAKE

Defendant

No. 2006-1436-CD

AFFIDAVIT OF SERVICE OF 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

WWR#05215199

FILED
MAR 10 55 62
MAR 03 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff
vs.

No. 2006-1436-CD

ROBERT L BLAKE
Defendant

AFFIDAVIT OF SERVICE OF COMPLAINT

Before me, the undersigned authority, personally appeared JAMES C. WARMBRODT, Esquire, who, being duly sworn according to law, deposes and says that on FEBRUARY 11, 2008, he did cause to be sent to Defendant, ROBERT L BLAKE, Plaintiff's Complaint by Certificate of Mailing Postal Form 3817 and on FEBRUARY 11, 2008, he did cause to be sent to Defendant, ROBERT L BLAKE, Plaintiff's Complaint by Certified Mail, Return Receipt requested, directed to the Defendant at his last known address of 6245 GILLINGHAM RD FRENCHVILLE, PA 16836. True and correct copy of Plaintiff's Certificate of Mailing PS Form 3817 is attached hereto, marked as Exhibit "1" and made a part hereof. Furthermore, true and correct copy of Plaintiff's Receipt for Certified Mail is attached hereto, marked as Exhibit "2" and made a part hereof.

As the Order of Court states, service is deemed to be perfected as of FEBRUARY 11, 2008, the date of mailing.

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

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

WWR#05215199

Sworn to and subscribed
before me this 19th
day of February 2008.

NOTARY PUBLIC

7006 3450 0001 4739 2773

EXHIBIT

18

U.S. Postal Service TM	
CERTIFIED MAILTM RECEIPT	
(Domestic Mail Only - No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 1.05
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.65
Sent To	
Robert L. Blake	
Street, Apt. No., or PO Box No.	
6245 Gillingham Rd	
City, State, ZIP+4	
Frenchville PA 16836	
PS Form 3800, August 2006 See Reverse for Instructions	

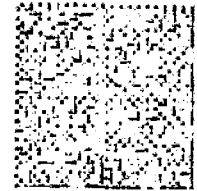
FEB 11 Postmark Here

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From	
Weinman, Weinberg & Reis Co., LPA.	
2718 Keppeler Bldg.	
435 7th Avenue	
Pittsburgh, PA 15219	
(412) 434-7955	
One piece of ordinary mail addressed to	
Robert L. Blake	
6245 Gillingham Rd	
Frenchville, PA 16836	

049J82041982

\$01.050

Mailed From 15219
US POSTAGE



PS Form 3817, January 2001

FIRST CLASS

EXHIBIT

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

APR 14 2008
4/11/08/4
William A. Shaw
Prothonotary/Clerk of Courts
1 cent 4/11/08
TO OLM

CAPITAL ONE BANK,

Plaintiff

No. 2006-1436-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

ROBERT L BLAKE

Defendant

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 Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05215199
Judgment Amount \$ 4,249.22

**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

CAPITAL ONE BANK

Plaintiff

Case # 2006-1436-CD

ROBERT L BLAKE

Defendant(s)

IMPORTANT NOTICE

TO: ROBERT L BLAKE
6245 GILLINGHAM RD
FRENCHVILLE, PA 16836

Date of Notice: 3-14-08
WWR#: 05215199

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: Patrick Thomas Woodman
PATRICK THOMAS WOODMAN
PA I.D. #34507
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 KOPPERS BLDG, 436 7TH AVE.
PITTSBURGH, PA 15219

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

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L BLAKE

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

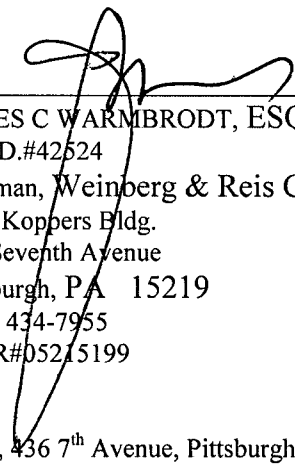
TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, ROBERT L BLAKE above named, in the default of an Answer, in the amount of \$4,249.22 computed as follows:

Amount claimed in Complaint	\$2,989.26
Interest from AUGUST 16, 2006 TO APRIL 1, 2008 at the legal interest rate of 25.9% per annum	\$1,259.96
TOTAL	\$4,249.22

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: 
JAMES C WARMBRODT, ESQUIRE
PA I.D.#42524
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#05215199

Plaintiff's address is:

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

And that the last known address of the Defendant is: 6245 GILLINGHAM RD FRENCHVILLE, PA 16836

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

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L BLAKE

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 April 14, 2008

(xx) Assumpsit Judgment in the amount
 of \$4,249.22 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
 (xx) Default
 ☐ Verdict
 ☐ Arbitration
 Award

Prothonotary

By: 

PROTHONOTARY (OR DEPUTY)

ROBERT L BLAKE
6245 GILLINGHAM RD
FRENCHVILLE, PA 16836

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
1-888-434-0085

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

CAPITAL ONE BANK,

Case no: 2006-1436-CD

Plaintiff

NON-MILITARY AFFIDAVIT

vs.

ROBERT L BLAKE

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, ROBERT L BLAKE 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, ROBERT L BLAKE is not in the military service.

Further Affiant sayeth naught.

AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 2nd day

of April, 2008.

NOTARY PUBLIC



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

APR-07-2008 08:14:32



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
BLAKE	ROBERT	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. §§ 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 "defenselink.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: **BZBWKJZAKKT**

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

CAPITAL ONE BANK
Plaintiff

No. 2006-1436-CD

vs.

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

ROBERT L BLAKE
Defendant(s)

TIMBERLAND FCU
Garnishee(s)

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Matthew D. Urban, Esquire
PA I.D. #90963
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED *Atty. pd.*
m/13:40/24
JUL 25 2011 *20.00*
3cc @ Lewnts
William A. Shaver
Prothonotary/Clerk of Courts *to Sheriff*

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L BLAKE
Defendant(s)

TIMBERLAND FCU
Garnishee(s)

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 ROBERT L BLAKE , Defendant
3. against TIMBERLAND FCU, , , Garnishee

4. Judgment Amount	\$	4249.22
Less payments/credits received	\$	0.00
Interest	\$	826.33
Costs	\$	

SUBTOTAL: \$ **5075.55**

Costs (to be added by Prothonotary): **Prothonotary costs** \$ 146.00

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

By: 

Matthew D. Urban, Esquire

PA I.D. #90963

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L BLAKE
Defendant(s)

TIMBERLAND FCU
Garnishee(s)

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: ROBERT L BLAKE Defendant(s);

You are also directed to attach the property of the defendant not levied upon in the possession of TIMBERLAND FCU; ; , AS GARNISHEE, 8764 CLEARFIELD CURWENSVILLE HWY CLEARFIELD, PA 16830; ; 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 (i) the first \$10,000.00 of each of the account of the defendant (s) with a bank or other financial institution containing any funds which 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
 - ii. Each account of the defendant(s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all 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
 - iii. Any funds in an account of the defendant (s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all 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
- (2) 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\$ 5075.55

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

Prothonotary

DATED: _____

Deputy

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L BLAKE
Defendant(s)

TIMBERLAND FCU
Garnishee(s)

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.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, ext. 50-51

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
Courthouse
1 N Second Street
Clearfield, PA 16830
Telephone Number: (814) 765-2641 ext

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L BLAKE
Defendant(s)

TIMBERLAND FCU
Garnishee(s)

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

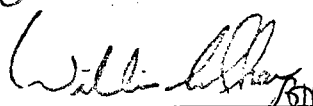
To satisfy the judgment, interest and costs against: ROBERT L BLAKE Defendant(s);
You are also directed to attach the property of the defendant not levied upon in the possession of TIMBERLAND
FCU; ; AS GARNISHEE, 8764 CLEARFIELD CURWENSVILLE HWY CLEARFIELD, PA 16830; ; and to
notify the garnishee that:

- 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 (i) the first \$10,000.00 of each of the account of the
defendant (s) with a bank or other financial institution containing any funds which are
deposited electronically on a recurring basis and are indentified as being funds that upon
deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
 - ii. Each account of the defendant(s) with a bank or other financial institution in which funds
on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a
recurring basis and are indentified as being funds that upon deposit are exempt from
execution, levy or attachment under Pennsylvania or federal law
 - iii. Any funds in an account of the defendant (s) with a bank or other financial institution in
which funds on deposit exceed \$10,000.00 at any time if all funds are deposited
electronically on a recurring basis and are indentified as being funds that upon deposit are
exempt from execution, levy or attachment under Pennsylvania or federal law
- (2) 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\$ 5075.55

Costs to be added..... \$

Prothonotary costs 146.00
Prothonotary

DATED: 7/25/11


Deputy

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L BLAKE
Defendant(s)

TIMBERLAND FCU
Garnishee(s)

INTERROGATORIES IN ATTACHMENT

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Matthew D. Urban, Esquire
PA I.D. #90963
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED No. 2006-1436-CD
JUL 25 2011
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. 2006-1436-CD

ROBERT L BLAKE
Defendant(s)

TIMBERLAND FCU
Garnishee(s)

TO: TIMBERLAND FCU, 8764 CLEARFIELD CURWENSVILLE HWY, CLEARFIELD, PA 16830

RE: ROBERT L BLAKE , 6245 GILLINGHAM RD, FRENCHVILLE, PA 16836

Suggested Reference No.: XXX-XX-3874
XXX-XX-

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 (including funds on deposit for checking or savings accounts and certificates of deposit)?

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 amount of funds in each account, 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.


9. If the answer to Interrogatory 1 is in the affirmative, state the date the sheriff served these interrogatories on this institution.

10. If the answer to Interrogatory 1 is in the affirmative, state the date the written instrument, checking or savings account, certificate of deposit, or other funds were frozen, restricted, or otherwise put on hold by this institution.

11. If the response to Interrogatory 7 is in the affirmative, are other funds comingled in the account which are not 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?

12. If the response to Interrogatory 11 is in the affirmative, state the amount of non-exempt funds on deposit in the account.

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

By: 
Matthew D. Urban, Esquire
PA I.D. #90963
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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)

To Deputy 7/28/11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 2006-1436-CD

CAPITAL ONE BANK

vs SERVICE # 1 OF 2

ROBERT L. BLAKE

TO: TIMBERLAND FCU, GARNISHEE

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 08/24/2011 HEARING: PAGE: 108698

DEFENDANT: TIMBERLAND FCU, Garnishee

ADDRESS: 8764 CLEARFIELD HWY
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

Date	Time	Results	Date	Time	Results
ATTEMPTS:					

SHERIFF'S RETURN

NOW, August 4th 2011 AT 2¹⁰ AM (PM) SERVED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE ON TIMBERLAND FCU, Garnishee, DEFENDANT
BY HANDING TO Angela Barney Branch Manager

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 8764 Clearfield Hwy Clearfield PA
() Residence (X) Employment () Sheriff's Office () Other 16830

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE FOR TIMBERLAND FCU, Garnishee

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO TIMBERLAND FCU, Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2011

So Answered: CHESTER A. HAWKINS, SHERIFF

BY: Jeffrey L. Rhone

Deputy Signature

Jeffrey L. Rhone

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 108698

2 of 2

CAPITAL ONE BANK

-vs-

ROBERT L. BLAKE

TO: TIMBERLAND FCU, Garnishee

NO.

2006-1436-CD
~~2010-1106-CD~~

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

SHERIFF'S RETURN

NOW AUGUST 5, 2011 MAILED THE WITHIN:

PRAECIPE, WRIT, WRIT NOTICE, CLAIM FOR EXEMPTION & INTERROGATORIE,

TO: ROBERT L. BLAKE, DEFENDANT

AT: 6245 GILLINGHAM RD., FRENCHVILLE, PA. 16836

IN S.A.S.E.

0113434
AUG 6 2011
William A. Siles
Prothonotary/Clerk of Court

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 108698
NO: 2006-1436-CD
SERVICES 2

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

PLAINTIFF: CAPITAL ONE BANK
VS.
DEFENDANT: ROBERT L. BLAKE
TO: TIMBERLAND FCU, GARNISHEE

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	10013035	20.00
SHERIFF HAWKINS	WELTMAN	10013035	28.00

Sworn to Before Me This

_____ Day of _____ 2011

So Answers,


by Marilyn Hamer

Chester A. Hawkins
Sheriff

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

BY: James C Warmbrodt, Esquire

I.D. No.42524

436 Seventh Avenue, Suite 1400

Pittsburgh, PA 15219

Phone: 412 434.7955

Fax: 412.434.7959

File # 5215199

Attorney for Plaintiff(s)

CAPITAL ONE BANK

Clearfield County
Court of Common Pleas

vs.

ROBERT L BLAKE

NO. 2006-1436-CD

and

TIMBERLAND FCU

Garnishee(s)

FILED *no*
m/10.3/2011 *CC*
AUG 26 2011 *61C*

PRAECIPE TO DISCONTINUE ATTACHMENT EXECUTION William A. Shaw
Prothonotary/Clerk of Courts

TO THE PROTHONOTARY:

Kindly marked the above matter discontinued and ended as to Garnishee(s), TIMBERLAND
FCU, only

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

By

James C Warmbrodt, Esquire
Attorney for Plaintiff

Sworn to and subscribed

Before me the 19 day of August, 2011

Sheila G. Cavan
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sheila G. Cavan, Notary Public
Ross Twp., Allegheny County
My Commission Expires Nov. 15, 2014
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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

CAPITAL ONE BANK
Plaintiff

No. 2006-1436-CD

vs.

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

ROBERT L BLAKE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

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.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED
MT: 26/2011
DEC 14 2011
William A. Shaw
Prothonotary/Clerk of Courts
Atty pd: 20.00
3cc@6writs to
Sheriff

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L BLAKE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

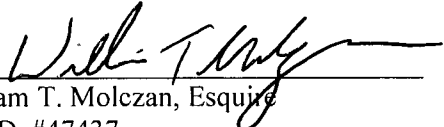
PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

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

1. directed to the Sheriff of CLEARFIELD County:
2. against ROBERT L BLAKE , Defendant
3. against FIRST COMMONWEALTH BANK, , , Garnishee
4. Judgment Amount \$ 4,249.22
Less payments/credits received \$ 0.00
Interest \$ 925.51
Costs \$
SUBTOTAL: \$ **\$5,174.73**
Costs (to be added by Prothonotary): **Prothonotary costs \$ 1166.00**

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

By: 
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L BLAKE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: ROBERT L BLAKE Defendant(s);
You are also directed to attach the property of the defendant not levied upon in the possession of FIRST
COMMONWEALTH BANK; ; AS GARNISHEE, 14303 CLEARFIELD SHAWVILLE HWY CLEARFIELD,
PA 16830; ; and to notify the garnishee that:

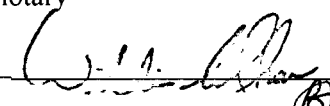
- a. An attachment has been issued;
 - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
 - c. The attachment shall not include any funds in an 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 (i) the first \$10,000.00 of each of the account of the defendant (s) with a bank or other financial institution containing any funds which 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
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 - iii. Any funds in an account of the defendant (s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all 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
- (2) 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\$ \$5,174.73

Costs to be added..... \$

Prothonotary costs

Prothonotary 1666 00

DATED: 12/14/11


Deputy

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L BLAKE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

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- (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.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, ext. 50-51

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
Courthouse
1 N Second Street
Clearfield, PA 16830
Telephone Number: (814) 765-2641 ext

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L BLAKE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

INTERROGATORIES IN ATTACHMENT

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Moleczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED No cc
m/12/26/04
DEC 14 2011
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. 2006-1436-CD

ROBERT L BLAKE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

TO: FIRST COMMONWEALTH BANK, 14303 CLEARFIELD SHAWVILLE HWY, CLEARFIELD, PA
16830

RE: ROBERT L BLAKE , 6245 GILLINGHAM RD, FRENCHVILLE, PA 16836

Suggested Reference No.: XXX-XX-3874
XXX-XX-

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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 (including funds on deposit for checking or savings accounts and certificates of deposit)?

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 amount of funds in each account, 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.

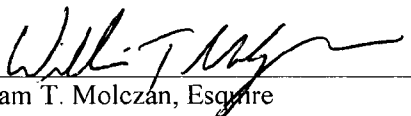
9. If the answer to Interrogatory 1 is in the affirmative, state the date the sheriff served these interrogatories on this institution.

10. If the answer to Interrogatory 1 is in the affirmative, state the date the written instrument, checking or savings account, certificate of deposit, or other funds were frozen, restricted, or otherwise put on hold by this institution.

11. If the response to Interrogatory 7 is in the affirmative, are other funds comingled in the account which are not 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?

12. If the response to Interrogatory 11 is in the affirmative, state the amount of non-exempt funds on deposit in the account.

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

By: 
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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)

To Deputy 12/15/2011

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 06-1436-CD

CAPITAL ONE BANK

vs SERVICE # 1 OF 2

ROBERT L. BLAKE

TO: FIRST COMMONWEALTH BANK, Garnishee

WRIT OF EXECUTION, INTERROGATORIES

SERVE BY: 03/12/2012 HEARING: PAGE: 109158

DEFENDANT: FIRST COMMONWEALTH BANK, Garnishee

ADDRESS: 14303 CLEARFIELD SHAWVILLE HWY.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED
Date Time Results Date Time Results
ATTEMPTS: / / / / / /

SHERIFF'S RETURN

NOW THE 16th OF Dec 2011 AT 1:49 AM / PM **SERVED** THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES ON FIRST COMMONWEALTH BANK, Garnishee, DEFENDANT
BY HANDING TO CHRISTINA TAYLOR MGR.

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 14303 CLFD/CURWENSVILLE HWY CLFD
() Residence () Employment () Sheriff's Office () Other

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES FOR FIRST COMMONWEALTH BANK, Garnishee

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO FIRST COMMONWEALTH BANK, Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2011

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

George F. DeHaven
Deputy Signature
GEORGE F. DeHAVEN
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 109158

2 of 2

CAPITAL ONE BANK

NO. 06-1436-CD

-VS-

ROBERT L. BLAKE

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

TO: FIRST COMMONWEALTH BANK, Garnishee

SHERIFF'S RETURN

NOW DECEMBER 19, 2011 MAILED THE WITHIN:
PRAECIPE, WRIT, WRIT NOTICE & CLAIM FOR EXEMPTION & INTERROGATORIE
TO: ROBERT L. BLAKE, DEFENDANT
AT: 6245 GILLINGHAM RD., FRENCHVILLE, PA. 16836
IN THE S.A.S.E.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 109158
NO: 06-1436-CD
SERVICES 2

WRIT OF EXECUTION, INTERROGATORIES

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: ROBERT L. BLAKE
TO: FIRST COMMONWEALTH BANK, Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	10252881	20.00
SHERIFF HAWKINS	WELTMAN	10252881	28.00

Sworn to Before Me This

_____ Day of _____ 2011

So Answers,



Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L BLAKE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: ROBERT L BLAKE Defendant(s);
You are also directed to attach the property of the defendant not levied upon in the possession of FIRST
COMMONWEALTH BANK; ; AS GARNISHEE, 14303 CLEARFIELD SHAWVILLE HWY CLEARFIELD,
PA 16830; ; 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 (i) the first \$10,000.00 of each of the account of the
defendant (s) with a bank or other financial institution containing any funds which are
deposited electronically on a recurring basis and are indentified as being funds that upon
deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
 - ii. Each account of the defendant(s) with a bank or other financial institution in which funds
on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a
recurring basis and are indentified as being funds that upon deposit are exempt from
execution, levy or attachment under Pennsylvania or federal law
 - iii. Any funds in an account of the defendant (s) with a bank or other financial institution in
which funds on deposit exceed \$10,000.00 at any time if all funds are deposited
electronically on a recurring basis and are indentified as being funds that upon deposit are
exempt from execution, levy or attachment under Pennsylvania or federal law
- (2) 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\$ \$5,174.73

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

Prothonotary costs

Prothonotary

1066.00

DATED: 12/14/11 I, _____, do hereby certify this 14 day

of Dec. A.D. 2011

A. J.W. A.A. (C.D.)

Charles A. Hanks
S. by Marilyn Hanks

Deputy

WWR No. 5215199

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L BLAKE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: ROBERT L BLAKE Defendant(s);

You are also directed to attach the property of the defendant not levied upon in the possession of FIRST COMMONWEALTH BANK; ; , AS GARNISHEE, 14303 CLEARFIELD SHAWVILLE HWY CLEARFIELD, PA 16830; ; 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 (i) the first \$10,000.00 of each of the account of the defendant (s) with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are indentified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
 - ii. Each account of the defendant(s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a recurring basis and are indentified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
 - iii. Any funds in an account of the defendant (s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a recurring basis and are indentified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law

- (2) 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\$5,174.73

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

Prothonotary costs

1606.00

Prothonotary

DATED: 12/14/11

Let this writ be done 14 day

of Dec A.D. 2011
At Clearfield Pa. (C.M.)

Christina A. Harkins

WWR No. 5215199

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L BLAKE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: ROBERT L BLAKE Defendant(s);
You are also directed to attach the property of the defendant not levied upon in the possession of FIRST
COMMONWEALTH BANK; ; AS GARNISHEE, 14303 CLEARFIELD SHAWVILLE HWY CLEARFIELD,
PA 16830; ; 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 (i) the first \$10,000.00 of each of the account of the
defendant (s) with a bank or other financial institution containing any funds which are
deposited electronically on a recurring basis and are indentified as being funds that upon
deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
 - ii. Each account of the defendant(s) with a bank or other financial institution in which funds
on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a
recurring basis and are indentified as being funds that upon deposit are exempt from
execution, levy or attachment under Pennsylvania or federal law
 - iii. Any funds in an account of the defendant (s) with a bank or other financial institution in
which funds on deposit exceed \$10,000.00 at any time if all funds are deposited
electronically on a recurring basis and are indentified as being funds that upon deposit are
exempt from execution, levy or attachment under Pennsylvania or federal law
- (2) 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\$ \$5,174.73

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

Prothonotary costs

Prothonotary

1066.00

DATED: 12/14/11

Received this writ this 14 day
of Dec A.D. 2011
At Clearfield Pa

S. J. C. Chester A. Hawley
by Mary Ann Harris

Deputy

WWR No. 5215199

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

CAPITAL ONE BANK
Plaintiff

No. 2006-1436-CD

vs.

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

ROBERT L BLAKE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

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.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

DEC 14 2011

Attest.


Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L BLAKE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

PRAECIPE FOR WRIT OF EXECUTION

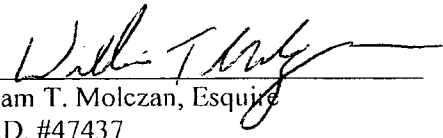
TO THE PROTHONOTARY:

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

1. directed to the Sheriff of CLEARFIELD County:
2. against ROBERT L BLAKE , Defendant
3. against FIRST COMMONWEALTH BANK, , , Garnishee
4. Judgment Amount \$ \$4,249.22
Less payments/credits received \$ \$0.00
Interest \$ \$925.51
Costs \$
SUBTOTAL: \$ **\$5,174.73**
Costs (to be added by Prothonotary): **Prothonotary costs** \$ None.00

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

By:


William T. Molczan, Esquire

PA I.D. #47437

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L BLAKE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: ROBERT L BLAKE Defendant(s);
You are also directed to attach the property of the defendant not levied upon in the possession of FIRST
COMMONWEALTH BANK; ; , AS GARNISHEE, 14303 CLEARFIELD SHAWVILLE HWY CLEARFIELD,
PA 16830; ; 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 (i) the first \$10,000.00 of each of the account of the
defendant (s) with a bank or other financial institution containing any funds which are
deposited electronically on a recurring basis and are indentified as being funds that upon
deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
 - ii. Each account of the defendant(s) with a bank or other financial institution in which funds
on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a
recurring basis and are indentified as being funds that upon deposit are exempt from
execution, levy or attachment under Pennsylvania or federal law
 - iii. Any funds in an account of the defendant (s) with a bank or other financial institution in
which funds on deposit exceed \$10,000.00 at any time if all funds are deposited
electronically on a recurring basis and are indentified as being funds that upon deposit are
exempt from execution, levy or attachment under Pennsylvania or federal law

- (2) 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\$5,174.73

Costs to be added..... \$

Prothonotary costs 1160.00
Prothonotary

DATED: 12/14/11

14
Clerk
A. J. W. A. (C.M.)

Charles A. Hawkins
Sheriff

Deputy

WWR No. 5215199

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L BLAKE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

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.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, ext. 50-51

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
Courthouse

1 N Second Street

Clearfield, PA 16830

Telephone Number: (814) 765-2641 ext

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
CIVIL DIVISION

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L BLAKE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

INTERROGATORIES IN ATTACHMENT

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.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L. BLAKE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

TO: FIRST COMMONWEALTH BANK, 14303 CLEARFIELD SHAWVILLE HWY, CLEARFIELD, PA
16830

RE: ROBERT L BLAKE , 6245 GILLINGHAM RD, FRENCHVILLE, PA 16836

Suggested Reference No.: XXX-XX-3874
XXX-XX-

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 (including funds on deposit for checking or savings accounts and certificates of deposit)?

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 amount of funds in each account, 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.

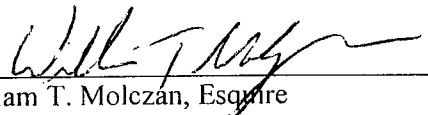
9. If the answer to Interrogatory 1 is in the affirmative, state the date the sheriff served these interrogatories on this institution.

10. If the answer to Interrogatory 1 is in the affirmative, state the date the written instrument, checking or savings account, certificate of deposit, or other funds were frozen, restricted, or otherwise put on hold by this institution.

11. If the response to Interrogatory 7 is in the affirmative, are other funds comingled in the account which are not 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?

12. If the response to Interrogatory 11 is in the affirmative, state the amount of non-exempt funds on deposit in the account.

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

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

WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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)

EXHIBIT "A"

ANSWERS TO INTERROGATORIES

FILED
DEC 22 2011
William A. Shaw
Notary Public/Clerk of Courts
m/10-20-11
w/11 60

1. Yes
 - a. Checking account number 1600032482 into Robert L. Blake with a current balance of zero.
2. No
3. No
4. No
5. No
6. No
7. Yes, client receives recurring VA Benefit direct deposits which are considered protected funds under Title 31, part 212 of the code of Federal Regulations.
Therefore the account is not attached and funds are not held.
8. See #2 above
9. December 16, 2011
10. N/A
11. Yes additional funds are deposited but a subpoena is required.
12. See #11 above

VERIFICATION

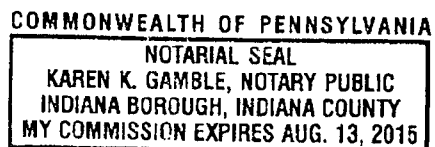
COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF INDIANA)

On this 20th day of December 2011 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared LEDA E MCCracken, who being duly sworn according to law, acknowledged that she is Assistant Vice President of First Commonwealth Bank, and that the facts set forth in the foregoing Interrogatories are true and correct to the best of her knowledge and belief.

Leda E McCracken
Leda E. McCracken, Asst. Vice President
First Commonwealth Bank

Sworn and subscribed to before me
This 20th day of December 2011

Karen K. Lamble
Notary Public



CERTIFICATE OF SERVICE

I hereby certify that on December 21, 2011 I have this day caused to be served a true and correct copy of this ANSWERS TO INTERROGATORIES upon the following parties:

VIA CERTIFIED U.S. MAIL

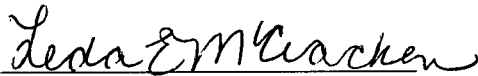
*Robert L. Blake
6245 Gillingham Rd.
Frenchville, PA 16836-7625*

As Defendant

VIA REGULAR U.S. MAIL

*William T. Molczan, Esquire
Weltman, Weinberg & Reis Co., LPA
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219*

As Plaintiff



Leda E. McCracken
Assistant Vice President
First Commonwealth Bank

RECEIVED

DEC 16 2011

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L BLAKE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

INTERROGATORIES IN ATTACHMENT

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.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 2006-1436-CD

ROBERT L. BLAKE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

TO: FIRST COMMONWEALTH BANK, 14303 CLEARFIELD SHAWVILLE HWY, CLEARFIELD, PA
16830

RE: ROBERT L. BLAKE, 6245 GILLINGHAM RD, FRENCHVILLE, PA 16836

Suggested Reference No.: XXX-XX-3874
XXX-XX-

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.

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

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 (including funds on deposit for checking or savings accounts and certificates of deposit)?

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 amount of funds in each account, 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.

9. If the answer to Interrogatory 1 is in the affirmative, state the date the sheriff served these interrogatories on this institution.

10. If the answer to Interrogatory 1 is in the affirmative, state the date the written instrument, checking or savings account, certificate of deposit, or other funds were frozen, restricted, or otherwise put on hold by this institution.

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12. If the response to Interrogatory 11 is in the affirmative, state the amount of non-exempt funds on deposit in the account.

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

By: 

William T. Molezan, Esquire

PA I.D. #47437

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

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

BY: James C Warmbrodt, Esquire

Attorney for Plaintiff(s)

I.D. No.42524

436 Seventh Avenue, Suite 1400

Pittsburgh, PA 15219

Phone: 412.434.7955

Fax: 412.434.7959

File # 5215199

CAPITAL ONE BANK

Clearfield County
Court of Common Pleas

m/11/3/30 No CC
William A. Searl
Prothonotary, Clearfield County

vs.

ROBERT L BLAKE

NO. 2006-1436-CD

and

FIRST COMMONWEALTH BANK

Garnishee(s)

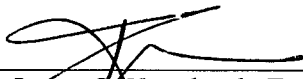
PRAECIPE TO DISCONTINUE ATTACHMENT EXECUTION

TO THE PROTHONOTARY:

Kindly marked the above matter discontinued and ended as to Garnishee(s), FIRST
COMMONWEALTH BANK, only.

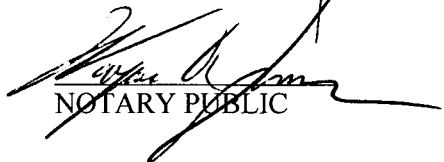
WELTMAN, WEINBERG & REIS CO., L.P.A.

By


James C Warmbrodt, Esquire
Attorney for Plaintiff

Sworn to and subscribed

Before me the ____ day of January, 2012


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Wayne A. Jones, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 29, 2014
Member, Pennsylvania Association of Notaries