

07-206-CD
Capital One vs Lawrence Timko et al

Capital One Bank vs Lawrence Timko et al
2007-206-CD

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

CAPITAL ONE BANK

Plaintiff

No: 2007-206-CD

vs.

COMPLAINT IN CIVIL ACTION

LAWRENCE D TIMKO
DONNA M TIMKO

Defendants

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
05216054 C A Pit SGM

March 25 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

FILED pd \$85.00 Atty
M 2/05 cm acc shft
FEB 09 2008
3

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No

LAWRENCE D TIMKO
DONNA M TIMKO

Defendants

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. Defendants are adult individual(s) residing at the address listed below:

LAWRENCE D TIMKO
124 Reed St
Du Bois, PA 15801

DONNA M TIMKO
992 HELVETIA RD
LUTHERSBURG, PA 15848

3. Defendants applied for and received a credit card bearing the account number 5291071465284410 .

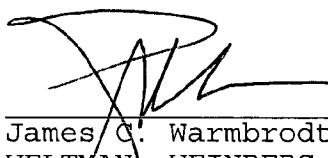
4. Defendants made use of said credit card and has a current balance due of \$2136.50 , as of January 15, 2007 .

5. Defendants are 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 21.150% per annum on the unpaid balance from January 15, 2007 . A copy of Plaintiff's STATEMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

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

Wherefore, the Plaintiff prays for judgment in its favor and against Defendants , LAWRENCE D TIMKO AND DONNA M TIMKO , INDIVIDUALLY , in the amount of \$2136.50 with continuing interest thereon at the rate of 21.150% per annum from January 15, 2007 plus costs.



James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
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(412) 434-7955
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05216054 C A Pit SGM

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.

Capital One® Values You As A Customer!

014

If you are unable to pay the amount due at this time, we strongly urge you to call us immediately at 1-800-955-6600. We are willing to work with you to help you out of your current financial situation and resolve the delinquency of your account.

Don't further damage your credit.

Your account will soon be reviewed to be charged-off as bad debt. If your account is charged-off, you will still be responsible for the debt, but it will be listed on your credit report and could prevent you from receiving credit cards, loans and even affect future employment and housing opportunities.

© 2001 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

014-0400



MASTERCARD ACCOUNT
5291-0714-6528-4410

JUL 04 - AUG 03, 2002
Page 1 of 1

Account Summary

Previous Balance	\$866.55
Payments, Credits and Adjustments	\$0.00
Transactions	\$50.00
Finance Charges	\$16.15
 New Balance	 \$932.70
Minimum Amount Due	\$932.70
Payment Due Date	September 03, 2002
Total Credit Line	\$300
Total Available Credit	\$0.00
Credit Line for Cash	\$300
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-608-5227

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	

Payments, Credits and Adjustments

Transactions

1 04 JUL	OVERLIMIT FEE	\$25.00
2 03 AUG	PAST DUE FEE	25.00

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

EXHIBIT

" / "

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$783.98	.057956 P	21.15%	\$14.08
CASH	\$115.35	.057956 P	21.15%	\$2.07

ANNUAL PERCENTAGE RATE applied this period

21.15%

47189S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5291071465284410 03 0932700113330932701

New Balance	\$932.70
Minimum Amount Due	\$932.70
Payment Due Date	September 03, 2002
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink.

Street	Apt. #
City	State
Home Phone	ZIP

#9021635531496379# MAIL ID NUMBER
LAWRENCE D TIMKO
DONNA M TIMKO
RR 1 BOX 242
ROCKTON PA 15856-9633

047189

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

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

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. We may pay you to "New Balance" in accordance with the Important Notice and 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" by the statement closing date.	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 the periodic rate, we will not 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 for each segment.	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 a new grace period will begin. If you have 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.
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, New Balance shown on the previous statement, in full, finance charges commences 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, if 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 rates is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be added to the balance segment of your account.	d. Temporary Reduction in Finance Charge. We reserve the right not to assess any or all finance charges for any given billing period.	3. Annual Percentage Rates (APR).
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 to the daily balance of each segment. Then, at the end of the billing period, 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 to each segment, and 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 for the previous month, we will not add new purchases or new transactions which relate to your cash advance 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 for each day of 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 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 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 covered by your periodic statement ending in the month of the change.	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.
3. Assessment of Late, Overlimit and Returned Payment Fees.	d. Minimum Finance Charge. For each billing period, if 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 rates is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be added to the balance segment of your account.	e. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed below during any given billing period, under the terms of your customer agreement. You have 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.	f. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date of this statement to pay the fee 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 "membership fee" in full (excluding the membership fee prior to the end of the 30-day period).
4. Waiver of Late, Overlimit and Returned Payment Fees.	g. Waiver of Late, Overlimit and Returned Payment Fees. 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 if the purchase price is 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.	h. 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 unauthorized billing, and cease using your account. If you do not cancel your account, we may still assess fees, including a 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 advances, and any other fees assessed against your account. You are responsible for the 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	i. Special Rule For Credit Card Purchases.
5. Waiver of Late, Overlimit and Returned Payment Fees.	j. Waiver of Late, Overlimit and Returned Payment Fees. 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	j. Waiver of Late, Overlimit and Returned Payment Fees. 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	k. Waiver of Late, Overlimit and Returned Payment Fees. 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
6. If You Close Your Account.	l. 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 unauthorized billing, and cease using your account. If you do not cancel your account, we may still assess fees, including a 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 advances, and any other fees assessed against your account. You are responsible for the 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	m. Waiver of Late, Overlimit and Returned Payment Fees. 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	n. Waiver of Late, Overlimit and Returned Payment Fees. 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
7. Using Your Account.	o. Waiver of Late, Overlimit and Returned Payment Fees. 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. Waiver of Late, Overlimit and Returned Payment Fees. 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	q. Waiver of Late, Overlimit and Returned Payment Fees. 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

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

VERIFICATION

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

Agent of Capital One Bank, plaintiff herein, that
(COMPANY)

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


(SIGNATURE)

WWR#05216054

FILED

FEB 09 2007

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket #

102436

CAPITAL ONE BANK

Case # 07-206-CD

VS.

LAWRENCE D. TIMKO and DONNA M. TIMKO

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW May 19, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO LAWRENCE D. TIMKO, DEFENDANT. NEW:APT@OVER THE MT. RESTAURANT,ROCKTON "NOT HOME".

SERVED BY: /

FILED
05-18-07
MAY 21 2007
JW

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102436
NO: 07-206-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
VS.
DEFENDANT: LAWRENCE D. TIMKO and DONNA M. TIMKO

SHERIFF RETURN

NOW, March 07, 2007 AT 1:40 PM SERVED THE WITHIN COMPLAINT ON DONNA M. TIMKO DEFENDANT AT 992 HELVETIA RD., LUTHERSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DONNA TIMKO, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102436
NO: 07-206-CD
SERVICES 2
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: LAWRENCE D. TIMKO and DONNA M. TIMKO

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2679021	20.00
SHERIFF HAWKINS	WELTMAN	2679021	80.00

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

No: 2007-206-C0

vs.

COMPLAINT IN CIVIL ACTION

LAWRENCE D TIMKO
DONNA M TIMKO

Defendants

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
05216054 C A Pit SGM

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

FEB 09 2007

Attest.

William J. Shan
Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No

LAWRENCE D TIMKO
DONNA M TIMKO

Defendants

COMPLAINT AND NOTICE TO DEFEND

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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. Defendants are adult individual(s) residing at the address listed below:

LAWRENCE D TIMKO
124 Reed St
Du Bois, PA 15801

DONNA M TIMKO
992 HELVETIA RD
LUTHERSBURG, PA 15848

3. Defendants applied for and received a credit card bearing the account number 5291071465284410 .

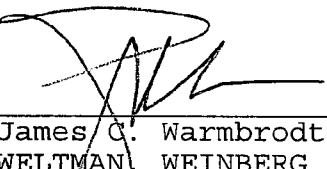
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7. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and/or refused to pay the balance due to Plaintiff.

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436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
05216054 C A Pit SGM

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.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, he/she is an attorney for the Plaintiff herein; makes this Verification based upon the facts as supplied to her by the Plaintiff and/or its agents and because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for filing of this pleading, and that the facts set forth in the foregoing pleading are true and correct to the best of her knowledge, information and belief.

James C. Warmbrodt, 42524

05216054 C A Pit SGM

Capital One® Values You As A Customer!

014

If you are unable to pay the amount due at this time, we strongly urge you to call us immediately at 1-800-955-6600. We are willing to work with you to help you out of your current financial situation and resolve the delinquency of your account.

Don't further damage your credit.

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014-0400



MASTERCARD ACCOUNT
5291-0714-6528-4410

JUL 04 - AUG 03, 2002
Page 1 of 1

Account Summary

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Payment Due Date	September 03, 2002
Total Credit Line	\$300
Total Available Credit	\$0.00
Credit Line for Cash	\$300
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-608-5227

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	

Payments, Credits and Adjustments

Transactions

1 04 JUL	OVERLIMIT FEE	\$25.00
2 03 AUG	PAST DUE FEE	25.00

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

EXHIBIT

Finance Charges		Please see reverse side for important information		
		Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES		\$783.98	.05795% P	21.15%
CASH		\$115.35	.05795% P	21.15%

ANNUAL PERCENTAGE RATE applied this period

21.15%

47189S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5291071465284410 03 0932700113330932701

New Balance	\$932.70
Minimum Amount Due	\$932.70
Payment Due Date	September 03, 2002
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink.

Street	Ap. #	
City	State	ZIP
Home Phone:	Alternate Phone:	

#9021635531496379# MAIL ID NUMBER

LAWRENCE D TIMKO
DONNA M TIMKO
RR 1 BOX 242
ROCKTON PA 15856-9633

047189



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



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

1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charges 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 new balance 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 posted to your Account or 3) from the first calendar day of the month following the transaction, if you did not pay the "New Balance" in full. This means that you may still owe finance charges, even if you pay the entire "New Balance" indicated on the front of this 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 amount of new purchases, new balance transfers and the application of your periodic rates is less than \$0.50, we will not 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 already disclosed to you. At the end of each day during the billing period, we add up the daily balance 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, take the beginning balance for each segment and add any new transaction 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. 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 transaction and any periodic finance charge or 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, divide by the number of days 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 "A" (Annual) or "3-mo LIBOR," C (Certificates of Deposit) or S (Brokered certificates of deposit) 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 the statement of the month 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. Annual Percentage Rate, Default and Retention Payment Fees.

Your account will be assessed monthly fees, other than those 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. Temporarily Closing Your Account. If a membership fee appears on the front of this statement, we will 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 in writing to our Customer Relations Department and pay your "New Balance" in full (including 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 re-open your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due amounts, over-limit fees, retained payment fees, cash advance fees and any other fees or charges on 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 transaction will be added to your account, and you will be responsible for the transaction. 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 of paper as possible with the address for inquiries shown on the front of this statement. We will hear from you no later than 60 days after we send 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 error, the date of the transaction or bill, 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 if the purchase was made within 90 miles 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

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

01LGBAK

471695

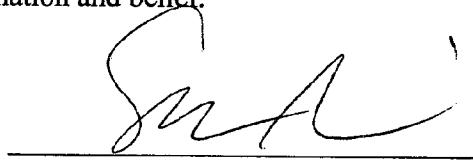
Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or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

VERIFICATION

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

Agent of Capital One Bank, plaintiff herein, that
(COMPANY)

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



(SIGNATURE)

WWR# 032160574

FILED

MAY 21 2007

William A. Shaw
Prothonotary/Clerk of Courts

FILED
FEB 06 2008
m (2105 (cw)
William A. Shaw
Prothonotary/Clerk of Courts
Clerk w/ Watch
to Donna
Timko

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

CAPITAL ONE BANK

Plaintiff No. 2007-206-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT(AS TO
DONNA M TIMKO ONLY)

LAWRENCE D TIMKO
DONNA M TIMKO

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#5216054
Judgment Amount \$ 2,592.82

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

vs.

Civil Action No. 2007-206-CD

LAWRENCE D TIMKO
DONNA M TIMKO

Defendant

PRAECIPE FOR DEFAULT JUDGMENT (AS TO DONNA M TIMKO ONLY)

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, LAWRENCE D TIMKO
DONNA M TIMKO above named, in the default of an Answer, in the amount of \$2,592.82 computed as follows:

Amount claimed in Complaint	\$2,136.50
Interest from JANUARY 15, 2007 TO JANUARY 18, 2008 at the legal interest rate of 21.15% per annum	\$456.32
TOTAL	\$2,592.82

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: Weltman
WILLIAM T. MOLCHAN, ESQUIRE
PA I.D.#47437
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#5216054

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: 992 HELVETIA RD LUTHERSBURG,PA 15848

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2007-206-CD

LAWRENCE D TIMKO
DONNA M TIMKO

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 2-6-08

Assumpsit Judgment in the amount
of \$2,592.82 plus costs.

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

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

Entry of Judgment of
 Court Order
 Non-Pro
 Confession
 Default
 Verdict
 Arbitration
 Award

Prothonotary

By: _____

PROTHONOTARY (OR DEPUTY)

DONNA M TIMKO
992 HELVETIA RD
LUTHERSBURG, PA 15848

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: 2007-206-CD

Plaintiff
vs.
NON-MILITARY AFFIDAVIT

LAWRENCE D TIMKO
DONNA M TIMKO

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.

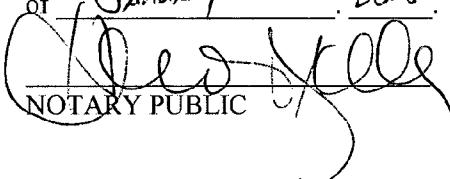
Affiant further states that based upon investigation it is the affiant's belief that the Defendant, LAWRENCE D TIMKO
DONNA M TIMKO is not in the military service.

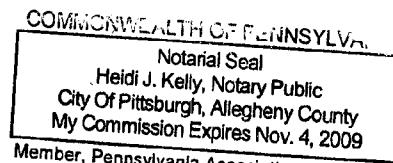
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, LAWRENCE D TIMKO
DONNA M TIMKO is not in the military service.

Further Affiant sayeth naught.


AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 22 day
of January, 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

JAN-18-2008 07:21:51



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
TIMKO	DONNA M		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. Snavely-Dixon

Mary M. Snavely-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:MSPPNIFYJJ

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

CAPITAL ONE BANK

Plaintiff

Case # 2007-206-CD

DONNA M TIMKO

Defendant(s)

IMPORTANT NOTICE

TO: DONNA M TIMKO
992 HELVETIA RD
LUTHERSBURG, PA 15848

Date of Notice: 1-16-08
WWR#: 05216054

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 ADMINISTRATOR
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.
2718 KOPPERES BLDG, 436 7TH AVE.
PITTSBURGH, PA 15219

William A. Shaw
Prothonotary/Clerk of Courts

Feb 06 2000

FILED

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

CAPITAL ONE BANK

Plaintiff No. 2007-206-CD

vs. PRAECIPE TO REINSTATE COMPLAINT
(AS TO LAWRENCE D TIMKO ONLY)

LAWRENCE D TIMKO
DONNA M TIMKO

Defendants 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#5216054

FILED *M 112 47804* Atty ad. 7.00
MAR 25 2008 1CC and
1 Compl. Reinstated
to Sheriff
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. 2007-206-CD

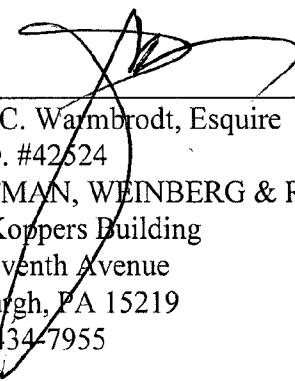
LAWRENCE D TIMKO
DONNA M TIMKO

Defendants

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 #5216054

FILED

MAR 25 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No: 07-206-CD

vs.

COMPLAINT IN CIVIL ACTION

LAWRENCE D TIMKO
DONNA M TIMKO

Defendants

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
05216054 C A Pit SGM

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No

LAWRENCE D TIMKO
DONNA M TIMKO

Defendants

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. Defendants are adult individual(s) residing at the address listed below:

LAWRENCE D TIMKO
6456 ROCKTON MTN HWY
ROCKTON, PA 15856

DONNA M TIMKO
992 HELVETIA RD
LUTHERSBURG, PA 15848

3. Defendants applied for and received a credit card bearing the account number 5291071465284410 .

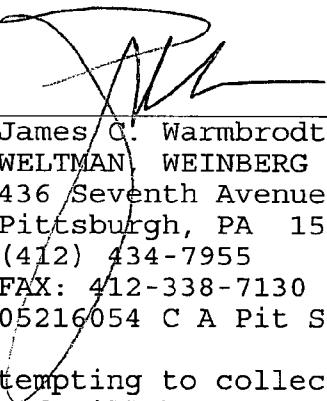
4. Defendants made use of said credit card and has a current balance due of \$2136.50 , as of January 15, 2007 .

5. Defendants are 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 21.150% per annum on the unpaid balance from January 15, 2007 . A copy of Plaintiff's STATEMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

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

Wherefore, the Plaintiff prays for judgment in its favor and against Defendants , LAWRENCE D TIMKO AND DONNA M TIMKO , INDIVIDUALLY , in the amount of \$2136.50 with continuing interest thereon at the rate of 21.150% per annum from January 15, 2007 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
05216054 C A Pit SGM

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.

Capital One® Values You As A Customer!

014

If you are unable to pay the amount due at this time, we strongly urge you to call us immediately at 1-800-955-6600. We are willing to work with you to help you out of your current financial situation and resolve the delinquency of your account.

Don't further damage your credit.

Your account will soon be reviewed to be charged-off as bad debt. If your account is charged-off, you will still be responsible for the debt, but it will be listed on your credit report and could prevent you from receiving credit cards, loans and even affect future employment and housing opportunities.

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014-0400



MASTERCARD ACCOUNT
5291-0714-6528-4410

JUL 04 - AUG 03, 2002
Page 1 of 1

Account Summary

Previous Balance	\$866.55
Payments, Credits and Adjustments	\$0.00
Transactions	\$50.00
Finance Charges	\$16.15
 New Balance	 \$932.70
Minimum Amount Due	\$932.70
Payment Due Date	September 03, 2002
 Total Credit Line	 \$300
Total Available Credit	\$0.00
Credit Line for Cash	\$300
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1 04 JUL	OVERLIMIT FEE	\$25.00
2 03 AUG	PAST DUE FEE	25.00

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

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-608-5227

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	

EXHIBIT

Finance Charges		Please see reverse side for important information		
		Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES		\$783.98	.05795% P	21.15%
CASH		\$115.35	.05795% P	21.15%

ANNUAL PERCENTAGE RATE applied this period

21.15%

47189S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5291071465284410 03 0932700113330932701

New Balance	\$932.70
Minimum Amount Due	\$932.70
Payment Due Date	September 03, 2002
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink.

Street	Apt. #
City	State
Home Phone	ZIP

047189

#9021635531496379# MAIL ID NUMBER
LAWRENCE D TIMKO
DONNA M TIMKO
RR 1 BOX 242
ROCKTON PA 15856-9633

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







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

1. How To Avoid A Finance Charge.
 a. **Grace Period.** You will have a minimum grace period of 25 days without finance charges 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 or 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 day of the month following the transaction date, 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 minimum charge 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. **Periodic Rate.** Is calculated by dividing 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 and apply a 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 of each segment and add any new transactions and any periodic finance charge calculated for 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 minimum charge on your previous statement in full (or if your new balance is zero) and did not make any 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(s) for each day of 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 C (Annual Periodic Rate) 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*. These changes will be effective on the first day of your billing period following the most recent periodic statement ending in the month January, April, July or October.
 c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repriced 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, Overdraft and Returned Payment Fees.** If your account is assessed no more than two of the fees listed below in any one day, we will not assess the fees 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 to cancel your account. We will not charge 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 of your cancellation to our Customer Relations Department and your "New Balance" account, excluding the membership fee, to the end of the third 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 statements, we will consider receipt of a charge your authorization to renew 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, overline fees, returned payment fees, cash advance fees, and fees assessed to your account. You are responsible for these fees even if 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 charged a late payment and 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 of paper, attach it to an envelope, and mail it to us 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 in dispute, 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 problem only when the purchase price was more than \$50.00 and you purchased the property or services in the same 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

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

O1LGLBAK

471895

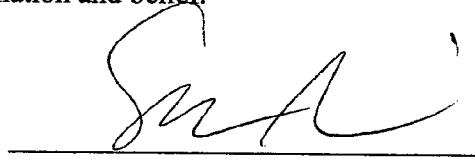
Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or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

VERIFICATION

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

Agent of Capital One Bank, plaintiff herein, that
(COMPANY)

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


(SIGNATURE)

WWR#PS216054

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103949
NO: 07-206-CD
SERVICE # 1 OF 1
PRAECLP & COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: LAWRENCE D. TIMKO and DONNA M. TIMKO

SHERIFF RETURN

NOW, April 21, 2008 AT 3:55 PM SERVED THE WITHIN PRAECLP & COMPLAINT ON LAWRENCE D. TIMKO DEFENDANT AT OTHER S.R. 322, MT. ZION EXIT, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LARRY TIMKO, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL PRAECLP & COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

FILED
07/30/08
JUL 11 2008
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8670041	10.00
SHERIFF HAWKINS	WELTMAN	8670041	90.00

Sworn to Before Me This

____ Day of _____ 2008

So Answers,

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

FILED
JUL 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff No. 2007-206-CD

vs. PRAECEIPE FOR DEFAULT JUDGMENT
(AS TO LAWRENCE D TIMKO ONLY)

LAWRENCE D TIMKO
DONNA M TIMKO

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#05216054 LXR
Judgment Amount \$ 3057.48

S **FILED** pd \$20.00 Atty
m/10/2014 ICC notice
OCT 2 2014 to deft
William A. Shaw
Prothonotary/Clerk of Courts
Statement to Atty.

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

vs.

Civil Action No. 2007-206-CD

LAWRENCE D TIMKO
DONNA M TIMKO

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, LAWRENCE D TIMKO
DONNA M TIMKO above named, in the default of an Answer, in the amount of \$3057.48 computed as follows:

Amount claimed in Complaint	\$2136.50
Interest from JANUARY 15, 2007 TO OCTOBER 17, 2008 at the legal interest rate of 21.150% per annum	\$920.98
TOTAL	\$3057.48

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 WARM BRODT, 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#05216054

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: 6456 ROCKTON MTN HWY ROCKTON, PA 15856

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2007-206-CD

LAWRENCE D TIMKO
DONNA M TIMKO

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 October 24, 2008

Assumpsit Judgment in the amount
of \$3057.48 plus costs.

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

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

Entry of Judgment of
 Court Order
 Non-Pro
 Confession
 Default
 Verdict
 Arbitration
Award

Prothonotary

By: Willie L. Shar wm
PROTHONOTARY (OR DEPUTY)

LAWRENCE D TIMKO
6456 ROCKTON MTN HWY
ROCKTON, PA 15856

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 COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

case # 2007-206-CD

LAWRENCE D TIMKO

Defendant(s)

IMPORTANT NOTICE

TO: LAWRENCE D TIMKO
6456 ROCKTON MTN HWY
ROCKTON, PA 15856

Date of Notice: 09/30/08
WWR#: 05216054

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 COMMON PLEAS COURT OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Case no: 2007-206-CD

Plaintiff **NON-MILITARY AFFIDAVIT**
vs.

LAWRENCE D TIMKO
DONNA M TIMKO

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, LAWRENCE D TIMKO
DONNA M TIMKO is not in the military service.

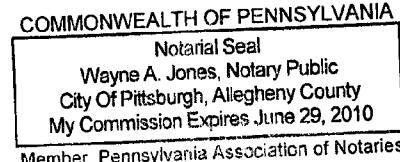
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, LAWRENCE D TIMKO DONNA M TIMKO is not in the military service.

Further Affiant sayeth naught.

AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 20 day
of October 1918.

~~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

OCT-17-2008 08:51:50



Military Status Report

Pursuant to the Servicemembers Civil Relief Act

< Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
TIMKO	LAWRENCE		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.

A handwritten signature in black ink that reads "Mary M. Snavely-Dixon".

Mary M. Snavely-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: BTHAUPAEWGG

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

Capital One Bank
Plaintiff(s)

COPY

No.: 2007-00206-CD

Real Debt: \$3,057.48

Atty's Comm: \$

Vs.

Costs: \$

Lawrence D. Timko
Donna M. Timko
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment against
LAWRENCE D TIMKO, only

Date of Entry: October 24, 2008

Expires: October 24, 2013

Certified from the record this October 24, 2008



LM

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney