

07-404-CD  
Citizens Bank vs John N. Tartal Jr.

**Citizens Bank vs John Tartal**

Supreme Court of Florida

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

CITIZENS BANK

Plaintiff No. 07-404-CD

vs. COMPLAINT IN CIVIL ACTION

JOHN N TARTAL JR

Defendant FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#05702355

*June 13, 2007*  
\_\_\_\_\_  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
*bill*  
\_\_\_\_\_  
Deputy Prothonotary

**FILED** Atty pd. \$5.00  
M 12:01 PM MAR 15 2007  
1CC Sheriff  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk of Courts

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

CITIZENS BANK

Plaintiff

vs.

Civil Action No.

JOHN N TARTAL JR

Defendant

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

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

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

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

COMPLAINT

1. Plaintiff is a corporation having offices in 1 CITIZENS DR #RJE350  
RIVERSIDE, RI 02915-0000 .
2. Defendant is an adult individual residing at 474 TREASURE LAKE  
DUBOIS,PA 15801 .
3. On or about APRIL 19, 2002, Defendant duly executed a RETAIL INSTALLMENT  
CONTRACT (hereinafter the "Contract") a true and correct copy of said Contract is attached hereto,  
marked as Exhibit "1" and made a part hereof.
4. Pursuant to said Contract, Defendant took possession of the vehicle more particularly  
identified in the Contract as a 2002 MERCURY MOUNTAINEER.
5. Pursuant to the terms and conditions provided by the Contract, the Contract was assigned  
to Plaintiff.
6. Plaintiff avers that Defendant is in default of the Contract by having not made payment to  
Plaintiff as promised, thereby rendering the entire balance immediately due and payable.
7. Plaintiff avers that a balance of \$ 29,013.32 is due from Defendant as of JANUARY 10,  
2007.

8. Plaintiff avers that the Contract between the parties provides that Plaintiff is entitled to interest at the rate of 6.0% per annum.

9. Plaintiff avers that the Contract between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees.

10. Plaintiff avers that such attorneys' fees amount to \$1,500.00.

11. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, attorneys' fees, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant, JOHN N TARTAL JR , individually, in the amount of \$ 29,013.32 with continuing interest thereon at the Contract rate of 6.0% per annum from JANUARY 10, 2007, plus attorneys' fees of \$1,500.00 and costs.

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.**

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



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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

KAREN VERNON

(NAME)

Legal Specialist of Citizens Automobile, plaintiff  
herein, that Finance

(TITLE)

(COMPANY)

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

and belief.

Karen Vernon

(SIGNATURE)

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.

WWR#05702355

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 1 Services

**Sheriff Docket # 102567**

**CITIZENS BANK**

**Case # 07-404-CD**

VS.

**JOHN N. TARTAL JR.**

**TYPE OF SERVICE COMPLAINT**

**SHERIFF RETURNS**

NOW July 25, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO JOHN N. TARTAL JR., DEFENDANT. 474 T.L.,aka SEC 9 LOT 109, DUBOIS, PA. "VACANT".

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8410317	10.00
SHERIFF HAWKINS	WELTMAN	8410317	32.43

**FILED**  
0/2:55 cm  
JUL 25 2007  
WM

William A. Shaw  
Prothonotary Clerk of Courts

Sworn to Before me This

So Answers,

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

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

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

CITIZENS BANK

Plaintiff

No. 07-404-CD

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COMPLAINT IN CIVIL ACTION

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(412) 434-7955

WWR#05702355

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

MAR 15 2007

Attest.

*Lucinda*  
Prothonotary/  
Clerk of Courts

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

CITIZENS BANK

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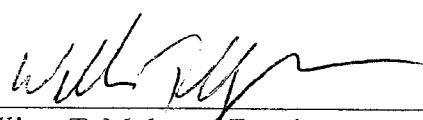
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WELTMAN, WEINBERG & REIS, CO., L.P.A.

  
\_\_\_\_\_  
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PA I.D. #47437  
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436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#:05702355

# CITIZENS AUTOMOBILE FINANCE, INC.

## RETAIL INSTALLMENT CONTRACT

Debt Number 271642

JOHN TARTAL JR

Buyer 203 4TH ST

(Print Full Name and Address of Principal Residence)

Date 04/19/02

PA

DU BOIS

PA 15001

Co-Buyer:

(Print Full Name and Address of Second Purchaser)

MURRAY'S FORD INC.

Creditor/Seller: ROUTE 119 SOUTH

DU BOIS

PA 15001

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit and you and the back of this Contract are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assigns.

DESCRIPTION OF VEHICLE: You agreed to buy and we agree to sell the following vehicle:

Year or Due Date	Make and Model	Body Type	Vehicle Identification Number	Key Number
NEW 2002 MERCURY MOUNTAINFE	4DR SPTUTM427105E022707104			16704

If truck or recreational vehicle - Describe body, gross vehicle weight and major items of equipment sold:

The vehicle is being purchased primarily for  personal, family or household,  business, or  commercial purposes.

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACION: LA INFORMACION QUE USTED VE EN LA FONDA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DIFERIA CUALESQUIER ESTIPULACION CONTRARIA EN EL CONTRATO DE VENTA.

TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid already or will have paid all payments as scheduled.	The total cost of your purchase on credit, including your downpayment or
8.74	\$ 10,520.60	\$ 36,485.24	\$ 47,013.84	\$ 47,013.84

PAYMENT SCHEDULE: Your payment schedule will be 7.2 monthly payments of \$652.97 each due the same day of each month starting on May 19TH 0.2.

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased.

LATE FEE: If a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment.

OTHER TERMS: Please read the Contract, including the reverse side, for additional information on security interests, nonpayment default, and our right to require repayment in full before the scheduled maturity date.

### IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE.

#### ITEMIZATION OF THE AMOUNT FINANCED

1. Cost Price (including any accessories, installation, services, shipping, taxes and other permitted costs): \$ 35,093.74 (1)

2. Downpayment:

A Trade-in: Year Trade-in is N/A Yr. N/A mo. N/A day N/A ver

Gross Allowance N/A, less Amount Owning \$ 0.00, equals Net Trade-in \$ 0.00.  
(If Amount Owning exceeds Gross Allowance, enter "0" as Net Trade-in and enter excess as Prior Credit or Loss Balance in Item 4D)

B Cash Downpayment

C Manufacturer's Robotic Applied to Downpayment

D. Total Downpayment (A plus B plus C)

3. Unpaid Balance of Cash Price (1 minus 2D): \$ 35,093.74 (2)

4. Other Charges including Anticrus Paid to Others on Your Behalf:

A. Amounts Paid to Insurance Companies\*:

1. Optional Credit Life Insurance

2. Optional Credit Accident and Health Insurance

B. Amounts Paid to Public Officials:

1. Governmental Licenses and/or Registration Fees

2. Certificate of Title Fees

3. Loan Recording Fees

4. UCC Filing Fees

5. Other (Specify) N/A

6. Other (Specify) N/A

C. Seller's Documentary Fee (not a governmental fee)

D. Other Charges (Describe who will receive payment and purpose)

1. To FORD For Prior Credit or Loss Balance

2. To FORD For WARRANTY

3. To N/A For N/A

4. To N/A For N/A

E. Total Other Charges and Amounts Paid to Others on Your Behalf (A plus B plus C plus D)

5. Amount Financed / Unpaid Balance (3 plus 4E): \$ 1,391.50 (4)

6. Finance Charge \$ 6,485.24 (5)

7. Time Balance \$ 40,520.60 (6)

8. Payment Schedule: One payment of \$ 652.97 and .71 payments of \$ 652.97 each, beginning 05-19-02 and due on the dates shown in the PAYMENT SCHEDULE above.

To the extent permitted by applicable law, we may be reducing a portion of these amounts.

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, plus a Finance Charge determined by applying each day a daily rate of 10.65% (1000 in a year) of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed. You also agree to pay certain charges you owe.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The sooner you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you (if it is \$1.00 or more) after you make your first payment; we will advise you of any additional amount owed (if it is \$1.00 or more).

LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer, unless another address is listed below.

EXHIBIT

(Sign and Type)

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

Use  (Buyer)  Co-Buyer  Both at a premium of N/A for a term of N/A

Credit life insurance will pay your debt on this Contract up to N/A for a term of N/A

Disability, Accident and Health (Buyer Only) at a premium of N/A for a term of N/A

Credit disability, accident and health insurance will pay your debt on this Contract up to N/A for a term of N/A

The name of the Insurer N/A Name N/A of N/A Home Office Address N/A

Buyer Signature N/A Date N/A Co-Buyer Signature N/A Date N/A

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

NOTICE TO BUYER.

DO NOT SIGN THIS CONTRACT IN BLANK.

YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.

KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer  
Signature

Date  
Co-Buyer  
Signature

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

KAREN VERNON

(NAME)

Legal Specialist of Citizens Automobile, plaintiff  
herein, that Finance  
(TITLE) (COMPANY)

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

Karen Vernon  
(SIGNATURE)

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.

WWR#05702355

**FILED** *(initials)*

*JUN 13 2008*  
*M 10:30 a*  
William A. Shaw  
Prothonotary/Clerk of Courts  
CERT TO SHREFF &  
ATTY w/ REINSTATE  
complaint

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

CITIZENS BANK

Plaintiff No. 07-404-CD

vs. PRAECIPE TO REINSTATE COMPLAINT

JOHN N TARTAL JR

Defendant FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#05702355

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

CITIZENS BANK

Plaintiff

vs.

Civil Action No. 07-404-CD

JOHN N TARTAL JR

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, ESQ.  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CITIZENS BANK

Plaintiff

No. 07-404-CD

vs.

COMPLAINT IN CIVIL ACTION

JOHN N TARTAL JR

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FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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WWR#05702355

CLR/WDY  
MAR 15 2007

William A. Shaw  
Prothonotary/Clerk of Courts

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

CITIZENS BANK

Plaintiff No.

vs. COMPLAINT IN CIVIL ACTION

JOHN N TARTAL JR

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CITIZENS BANK

Plaintiff

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Civil Action No.

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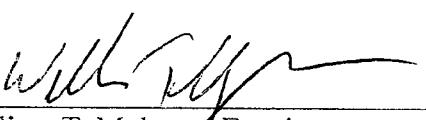
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KAREN VERNON

(NAME)

Legal Specialist of Citizens Automobile, plaintiff  
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(COMPANY)

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and belief.

Karen Vernon

(SIGNATURE)

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WWR#05702355

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104279  
NO: 07-404-CD  
SERVICE # 1 OF 1  
COMPLAINT & PRAEPIPE

PLAINTIFF: CITIZENS BANK  
VS.  
DEFENDANT: JOHN N. TARTAL, JR.

**SHERIFF RETURN**

---

NOW, June 17, 2008, SHERIFF OF ELK COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT & PRAEPIPE ON JOHN N. TARTAL JR..

NOW, June 24, 2008 AT 2:03 PM SERVED THE WITHIN COMPLAINT & PRAEPIPE ON JOHN N. TARTAL JR., DEFENDANT. THE RETURN OF ELK COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED  
6/10/30 LM  
SEP 18 2008  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104279  
NO: 07-404-CD  
SERVICES 1  
COMPLAINT & PRAECIPE

PLAINTIFF: CITIZENS BANK  
vs.  
DEFENDANT: JOHN N. TARTAL, JR.

**SHERIFF RETURN**

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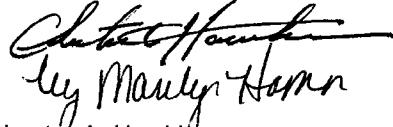
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8677830	10.00
SHERIFF HAWKINS	WELTMAN	8677830	12.00
ELK CO.	WELTMAN	8677829	32.11

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2008

  
Chester A. Hawkins  
Sheriff

# Affidavit of Service

Citizens Bank  
vs.  
John N. Tartal, Jr.

No. 404 Term, 20 07

Returnable within \_\_\_\_\_ days  
from date of service hereof.

NOW June 24 20 08 at 2:03 o'clock P.M.

served the within Complaint on John N. Tartal, Jr.

at 65 Erie Avenue, Apt. 7, St. Marys, Elk County, PA

by handing to Richard Smith, adult roomate of John N. Tartal, Jr. in charge of residence  
a true and attested copy of the original Complaint and made  
known to him the contents thereof. Sheriff's Costs - \$32.11 PAID

Sworn to before me this 11th

day of July A.D. 20 08

Carlae. Stuey Deputy Prothonotary  
My Commission Expires  
January 2, 2012

So answers,

Jeffrey C. Krieg  
Earl C Ponticello  
Sheriff  
Deputy



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641  
FAX (814) 765-5915  
ROBERT SNYDER  
CHIEF DEPUTY  
MARILYN HAMM  
DEPT. CLERK  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER  
KAREN BAUGHMAN  
CLERK TYPIST  
PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

PAGE 104279

TERM & NO. 07-404-CD

CITIZENS BANK

COMPLAINT & PRAECIPE

VS.

JOHN N. TARTAL, JR.

**SERVE BY: 07/13/08  
COURT DATE:**

**MAKE REFUND PAYABLE TO WELTMAN WEINBERG & REIS CO., L.P.A.**

**SERVE:** JOHN N. TARTAL JR.

**ADDRESS:** 65 ERIE AVE. APT 7, SAINT MARYS, PA 15857

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF ELK COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, June 17, 2008.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CITIZENS BANK

Plaintiff No. 07-404-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

JOHN N TARTAL JR

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

WILLIAM T. MOLCZAN, ESQUIRE  
PA I.D.#47437  
Weltman, Weinberg & Reis Co., L.P.A.  
1400 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#5702355  
Judgment Amount \$ 33,713.22

Sp FILED Atty pd. 20.00  
M 14/00 601 APR 27 2009 1CCQ Notice  
BCC William A. Shaw  
Prothonotary/Clerk of Courts To Def.  
1CC Atty

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

CITIZENS BANK

Plaintiff

vs.

Civil Action No. 07-404-CD

JOHN N TARTAL JR

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

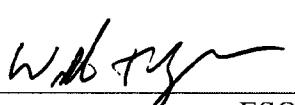
TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, JOHN N TARTAL JR above named, in the default of an Answer, in the amount of \$33,713.22 computed as follows:

Amount claimed in Complaint	\$29,013.32
Interest from JANUARY 10, 2007 TO APRIL 17, 2009 at the legal interest rate of 6.0% per annum	\$3,199.90
Attorneys Fees	\$1,500.00
<b>TOTAL</b>	<b>\$33,713.22</b>

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

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

By:   
WILLIAM T. MOWCZAN, ESQUIRE  
PA I.D.#47437  
Weltman, Weinberg & Reis Co., L.P.A.  
1400 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#5702355

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
And that the last known address of the Defendant is: 65 ERIE AVE APT 7, SAINT MARYS, PA 15857

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

CITIZENS BANK

Plaintiff

vs.

Civil Action No. 07-404-CD

JOHN N TARTAL JR

Defendant

NOTICE OF JUDGMENT OR ORDER

TO:  Plaintiff  
 Defendant  
 Garnishee

You are hereby notified that the following  
Order or Judgment was entered against you  
on 4/27/09

Assumpsit Judgment in the amount  
of \$33,713.22 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.

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

Prothonotary

By: Willie L. Hall

PROTHONOTARY (OR DEPUTY)

JOHN N TARTAL JR  
65 ERIE AVE APT 7  
SAINT MARYS, PA 15857

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
1-888-434-0085

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

CITIZENS BANK

Case no: 07-404-CD

Plaintiff  
vs.  
NON-MILITARY AFFIDAVIT

JOHN N TARTAL JR

Defendant

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

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

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

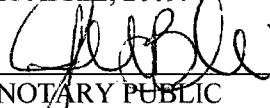
Affiant further states that based upon investigation it is the affiant's belief that the Defendant, JOHN N TARTAL JR is not in the military service.

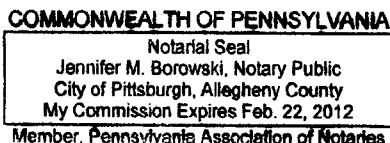
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, JOHN N TARTAL JR is not in the military service.

Further Affiant sayeth naught.

  
\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 17 day  
of APRIL, 2009.

  
\_\_\_\_\_  
NOTARY PUBLIC



Department of Defense Manpower Data Center

AUG-19-2008 04:53:04



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
TARTAL	JOHN N		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

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

CITIZENS BANK

Plaintiff

Case # 07-404-00

JOHN N TARTAL JR

Defendant(s)

IMPORTANT NOTICE

TO: JOHN N TARTAL JR  
65 ERIE AVE APT 7  
SAINT MARYS, PA 15857

Date of Notice: 08/05/2008  
WWR#: 05702355

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.  
1400 KOPPERS BLDG, 436 7TH AVE.  
PITTSBURGH, PA 15219