

07-681-CD  
Capital One vs William T. Hill Sr.

Capital One vs William Hill et al  
2007-681-CD

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

CAPITAL ONE BANK,

Plaintiff No. 07-681-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

WILLIAM T HILL SR

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#05892478  
Judgment Amount \$ 3435.14

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

6X  
FILED Atty pd. 20.00  
M 1/3/07  
DEC 20 2007 Notice to  
Def.

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

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

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. 07-681-CD

WILLIAM T HILL SR

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, WILLIAM T HILL SR above named, in the default of an Answer, in the amount of \$3435.14 computed as follows:

Amount claimed in Complaint	\$2957.31
Interest from APRIL 12, 2007 TO DECEMBER 4, 2007 at the legal interest rate of 24.99% per annum	\$477.83
<b>TOTAL</b>	<b>\$3435.14</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. 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#05892478

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
And that the last known address of the Defendant is: 305 TURNPIKE AVE CLEARFIELD,PA 16830

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

CAPITAL ONE BANK

Plaintiff

Case # 07-681-CD

WILLIAM T HILL SR

Defendant(s)

IMPORTANT NOTICE

TO: WILLIAM T HILL SR  
305 TURNPIKE AVE  
CLEARFIELD, PA 16830

Date of Notice: 11-19-07  
WWR#: 05892478

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

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

CAPITAL ONE BANK,

Case no: 07-681-CD

Plaintiff  
vs.  
NON-MILITARY AFFIDAVIT

WILLIAM T HILL SR

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.

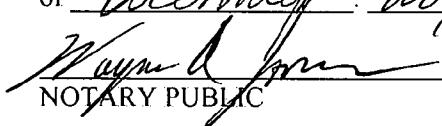
Affiant further states that based upon investigation it is the affiant's belief that the Defendant, WILLIAM T HILL SR is not in the military service.

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

Further Affiant sayeth naught.

  
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 1 day  
of December 2007

  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Wayne A. Jones, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires June 29, 2010

Member, Pennsylvania Association of Notaries

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

Department of Defense Manpower Data Center

DEC-04-2007 04:19:41



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
HILL			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: **BTZGTFVVDKI***

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

COPY

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. 07-681-CD

WILLIAM T HILL SR

Defendant

NOTICE OF JUDGMENT OR ORDER

TO:  Plaintiff  
 Defendant  
 Garnishee

You are hereby notified that the following  
Order or Judgment was entered against you  
on 10/20/07

Assumpsit Judgment in the amount  
of \$3435.14 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: William H. Chapman  
PROTHONOTARY (OR DEPUTY)

WILLIAM T HILL SR  
305 TURNPIKE AVE  
CLEARFIELD, PA 16830

Plaintiff's address is:

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

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

COPY

Capital One Bank  
Plaintiff(s)

No.: 2007-00681-CD

Real Debt: \$3,435.14

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

William T Hill Sr.  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 20, 2007

Expires: December 20, 2012

Certified from the record this 20th day of December, 2007.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102741  
NO: 07-681-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK

vs.

DEFENDANT: WILLIAM T. HILL SR

SHERIFF RETURN

---

NOW, May 10, 2007 AT 1:30 PM SERVED THE WITHIN COMPLAINT ON WILLIAM T. HILL SR DEFENDANT AT WORK: 1074 MT. JOY ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BILL HILL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2831115	10.00
SHERIFF HAWKINS	WELTMAN	2831115	20.00

FILED  
05/13/00 AM  
OCT 01 2007  
CS

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

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

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

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

CAPITAL ONE BANK

Plaintiff

No: 07-681-CD

vs.

COMPLAINT IN CIVIL ACTION

WILLIAM T HILL SR

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
05892478 C A Pit KXW

pd \$85.00 Atty  
FILED m/11:30am 1ccShaw  
APR 30 2007  
(wm)

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  
WILLIAM T HILL SR  
Defendant

COMPLAINT AND NOTICE TO DEFEND

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

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

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

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

COMPLAINT

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

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

WILLIAM T HILL SR  
305 TURNPIKE AVE  
CLEARFIELD, PA 16830

3. Defendant applied for and received a credit card bearing the account number 5291072252218744 .

4. Defendant made use of said credit card and has a current balance due of \$2957.31 , as of April 12, 2007 .

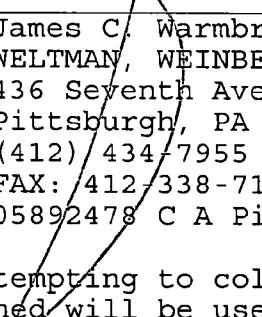
5. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

6. Plaintiff is entitled to the addition of interest at the rate of 24.990% per annum on the unpaid balance from April 12, 2007 . A copy of Plaintiff's STATMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

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

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , WILLIAM T HILL SR , INDIVIDUALLY , in the amount of \$2957.31 with continuing interest thereon at the rate of 24.990% per annum from April 12, 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  
05892478 C A Pit KXW

  
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.

Special  
Capital  
One  
Cardholders  
Offer!

**First 3 months half-price**

**\$497\***

a month;  
\$9.95/mo. thereafter

**SIGN UP TODAY!**

**1-877-778-1207**

Mention Offer Code: CORAL  
Or visit [www.peoplepc.com/go/coral](http://www.peoplepc.com/go/coral)

**UNLIMITED INTERNET ACCESS**

003

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A better way to Internet.

PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers at half price for the first 3 months!

- Email Virus Protection
- Pop-Up Blocker™
- Spam Controls
- Smart Dialer
- Phisher Security
- Internet Call Waiting

**CapitalOne®**

MASTERCARD ACCOUNT

JUN 26 - JUL 25, 2004

5291-0722-5221-8744

Page 1 of 1

**Account Summary**

Previous Balance	\$1,698.20
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$35.23
 New Balance	 \$1,768.43
Minimum Amount Due	\$1,768.43
Payment Due Date	August 25, 2004
 Total Credit Line	 \$1,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

**At your service**

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

For free online account service and special customer offers, log on to:  
[www.capitalone.com](http://www.capitalone.com)

Send payments to:  
Attn: Remittance Processing  
Capital One Services  
P.O. Box 60000  
Seattle, WA 98190-6000

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

**EXHIBIT**

**Payments, Credits and Adjustments**

**Transactions**

1 25 JUL PAST DUE FEE

\$35.00

You were assessed a past due fee of \$35.00 on 07/25/2004 because your minimum payment was not received by the due date of 07/24/2004. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

**Finance Charges**

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,468.42	.06347% P	24.99%	\$30.16
CASH	\$246.74	.06347% P	24.99%	\$5.07

ANNUAL PERCENTAGE RATE applied this period

24.99%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne®**

0000000 0 5291072252218744 25 1768430040001768430

New Balance	\$1,768.43
Minimum Amount Due	\$1,768.43
Payment Due Date	August 25, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	5291-0722-5221-8744

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

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

#9020717845116108# MAIL ID NUMBER

WILLIAM T HILL SR  
C/O HOMELAND FINANCIAL  
2850 RED HILL AVE  
STE 220  
SANTA ANA CA 92705-5544

061722

Capital One Services  
P.O. Box 60000  
Seattle, WA 98190-6000

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

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A better way to Internet.

## UNLIMITED INTERNET ACCESS

SIGN UP TODAY!

1-877-778-1207

Mention Offer Code: COPAL

Or visit [www.peoplepc.com/go/coral](http://www.peoplepc.com/go/coral)

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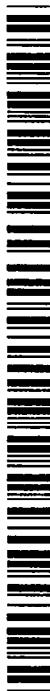
\*PeoplePC Online: First 3 months of service are billed at \$4.97 a month; \$9.95 a month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

For questions, call toll-free at 1-888-STRYNOW.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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26R24 00100  
2.....

### 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. **Acquiring 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 beginning of the day you make the payment. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not pay the amount due for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rates 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. Available Balance Including New Purchases.

a. **Finances charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning daily balance for each segment and add any new purchases and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance in full on your previous statement in full (or your new balance was zero) a separate new transaction 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 available balance, we take the average daily balance, multiply 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 for 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 of the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

### 3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement. b. If the code P (Prime), C (3-mo., LIBOR), 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 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 covered by the periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo., LIBOR) or H (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 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 each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Late fees will be assessed notwithstanding that one or fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee is assessed on or before the 30th day of the month, 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department at 1-877-778-1207. In most instances, 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 have a preauthorized billing arrangement, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay off amounts you owe us including any transactions you have authorized, finance charges, pest control fees, late fees, overlimit fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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

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

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment by another electronic transfer. When we receive information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

### BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must receive your letter within 60 days of the day we sent you the first bill on which the error or problem appears. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation of why you believe there is an error. If you are not sure about the item you are disputing, 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 the right to not pay the amount due if the amount is less than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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617225

Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET 11:22 noon PT. Please allow at least five (5) business days for delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when paying your bill. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

**VERIFICATION**

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

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

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

  
(SIGNATURE)

WWR# 5092478

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

CAPITAL ONE BANK  
Plaintiff

No. 07-681-CD

vs.

WILLIAM T HILL SR  
Defendant(s)

NORTHWEST SAVINGS BANK  
Garnishee(s)

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

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

3 **FILED** Atty pd.  
M 13.00 01 DEC 05 2011 00.00  
William A. Shaw  
Prothonotary/Clerk of Courts  
3 cc @ 6 wnts to Sheriff  
GK

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

CAPITAL ONE BANK  
Plaintiff

vs.

Civil Action No. 07-681-CD

WILLIAM T HILL SR  
Defendant(s)

NORTHWEST SAVINGS BANK  
Garnishee(s)

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

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

1. directed to the Sheriff of CLEARFIELD County:
2. against WILLIAM T HILL SR, Defendant
3. against NORTHWEST SAVINGS BANK, , , Garnishee

4. Judgment Amount \$ \$3,435.14

Less payments/credits received \$ \$0.00

Interest \$ \$805.22

Costs \$

**SUBTOTAL:** \$ \$4,240.36

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

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

By: 

Matthew D. Urban, Esquire

PA I.D. #90963

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 07-681-CD

WILLIAM T HILL SR

Defendant(s)

NORTHWEST SAVINGS BANK

Garnishee(s)

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: WILLIAM T HILL SR Defendant(s); You are also directed to attach the property of the defendant not levied upon in the possession of NORTHWEST SAVINGS BANK; , AS GARNISHEE, 1900 RIVER RD CLEARFIELD, PA 16830; ; and to notify the garnishee that:

- a. An attachment has been issued;
- b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
- c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
  - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (i) the first \$10,000.00 of each of the account of the defendant (s) with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
  - ii. Each account of the defendant(s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
  - iii. Any funds in an account of the defendant (s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law

(2) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated  
Amount due ..... \$ 4,240.36

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

Prothonotary costs 125.00  
Prothonotary

DATED: 12/5/11

  
Deputy

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

CAPITAL ONE BANK  
Plaintiff

vs.

Civil Action No. 07-681-CD

WILLIAM T HILL SR  
Defendant(s)

NORTHWEST SAVINGS BANK  
Garnishee(s)

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

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

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

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

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

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

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

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

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

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

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

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

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

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

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

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

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

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

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

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

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

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

**THIS CLAIM TO BE FILED WITH:**

Office of the Sheriff of Clearfield County  
Courthouse  
1 N Second Street  
Clearfield, PA 16830  
Telephone Number: (814) 765-2641 ext

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

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

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

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

CAPITAL ONE BANK  
Plaintiff

vs.

Civil Action No. 07-681-CD

WILLIAM T HILL SR  
Defendant(s)

NORTHWEST SAVINGS BANK  
Garnishee(s)

**INTERROGATORIES IN ATTACHMENT**

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

FILED  
M 12 5 2011 NO CC  
DEC 05 2011  
S  
William A. Shaw  
Prothonotary/Clerk of Courts  
GL

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

CAPITAL ONE BANK  
Plaintiff

vs.

Civil Action No. 07-681-CD

WILLIAM T HILL SR  
Defendant(s)

NORTHWEST SAVINGS BANK  
Garnishee(s)

TO: NORTHWEST SAVINGS BANK, 1900 RIVER RD, CLEARFIELD, PA 16830

RE: WILLIAM T HILL SR, 305 TURNPIKE AVE, CLEARFIELD, PA 16830

Suggested Reference No.:      XXX-XX-3177  
                                  XXX-XX-

**IMPORTANT NOTICES TO GARNISHEE!**

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

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

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

## INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason (including funds on deposit for checking or savings accounts and certificates of deposit)?

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

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

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

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

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

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

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

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

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

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

11. If the response to Interrogatory 7 is in the affirmative, are other funds comingled in the account which are not deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law?

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

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



By: \_\_\_\_\_

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

VERIFICATION

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

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

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

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

**FILED**

DEC 05 2011

*William A. Shaw*  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 109122

2 of 2

CAPITAL ONE BANK

NO. 07-681-CD

-vs-

WILLIAM T. HILL SR.

WRIT OF EXECUTION/  
INTERROGATORIES TO  
GARNISHEE

TO: NORTHWEST SAVINGS BANK, Garnishee

**SHERIFF'S RETURN**

NOW DECEMBER 8, 2011 MAILED THE WITHIN:

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

TO: WILLIAM T. HILL SR., DEFENDANT

AT: 305 TURNPIKE AV., CLEARFIELD, PA. 16830

IN THE S.A.S.E.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 109122  
NO: 07-681-CD  
SERVICES 2  
WRIT OF EXECUTION, INTERROGATORIES

PLAINTIFF: CAPITAL ONE BANK  
VS.  
DEFENDANT: WILLIAM T. HILL SR.  
TO: NORTHWEST SAVINGS BANK, Garnishee

**SHERIFF RETURN**

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	10240079	20.00
SHERIFF HAWKINS	WELTMAN	10240079	28.50

Sworn to Before Me This

So Answers,

Day of \_\_\_\_\_ 2011



Chester A. Hawkins  
Sheriff

FILED

DEC 12 2011

William A. Shaw  
Prothonotary/Clerk of Courts

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

BY: James C Warmbrodt, Esquire  
I.D. No.42524  
436 Seventh Avenue, Suite 1400  
Pittsburgh, PA 15219  
Phone: 412.434.7955  
Fax: 412.434.7959  
File # 5892478

**Attorney for Plaintiff(s)**

FILED  
MTH 23/2011  
NO CC  
DEC 27 2011

William A. Shaw  
Prothonotary/Clerk of Courts

**CAPITAL ONE BANK**

Clearfield County  
Court of Common Pleas

vs.

**WILLIAM T HILL SR**

NO.07-681-CD

and

**NORTHWEST SAVINGS BANK**

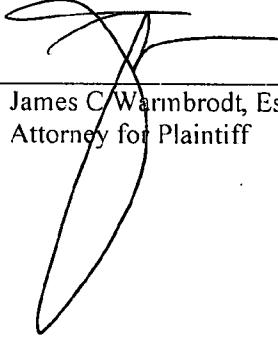
Garnishee(s)

**PRAECIPE TO DISCONTINUE ATTACHMENT EXECUTION**

**TO THE PROTHONOTARY:**

Kindly mark the above matter discontinued and ended as to Garnishee(s), NORTHWEST SAVINGS BANK, only.

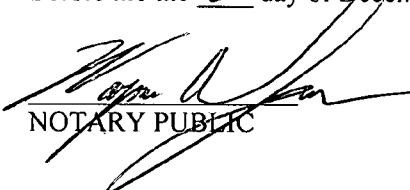
**WELTMAN, WEINBERG & REIS CO., L.P.A.**

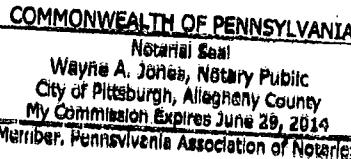
By 

James C. Warmbrodt, Esquire  
Attorney for Plaintiff

Sworn to and subscribed

Before me the 22 day of December, 2011

  
NOTARY PUBLIC



**FILED**

DEC 27 2011

William A. Straw  
Prothonotary/Clerk of Courts