

07-1424-CD
Capital One vs Rodney D. Park al

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

CAPITAL ONE BANK

Plaintiff

No: 07-1424-CD

vs.

COMPLAINT IN CIVIL ACTION

RODNEY D PARK
MARCIA G PARK

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
06030553 C N Pit DKB

FILED Atty pd. 85.00
10/12/2007
SEP 04 2007
cc Sheriff
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

RODNEY D PARK
MARCIA G PARK

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 140 EAST SHORE DR GLEN ALLEN , VA 23059 .

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

RODNEY D PARK
178 PARK RD
PENFIELD, PA 15849

MARCIA G PARK
178 PARK RD
PENFIELD, PA 15849

3. Defendants applied for and received a credit card bearing the account number 4305721555919138 .

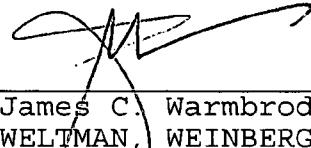
4. Defendants made use of said credit card and has a current balance due of \$6311.95 , as of August 06, 2007 .

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 9.900% per annum on the unpaid balance from August 06, 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.

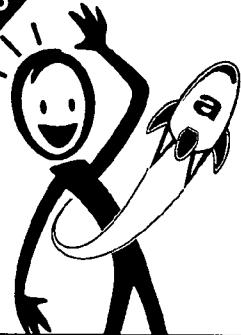
Wherefore, the Plaintiff prays for judgment in its favor and against Defendants , RODNEY D PARK AND MARCIA G PARK , JOINTLY AND SEVERALLY , in the amount of \$6311.95 with continuing interest thereon at the rate of 9.900% per annum from August 06, 2007 plus costs.


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
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a month for
first 3 months;
\$9.95/mo. thereafter

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Or visit www.peoplepc.com/go/emerald

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Account Summary

Previous Balance	\$5,465.07
Payments, Credits and Adjustments	\$0.00
Transactions	\$25.00
Finance Charges	\$42.77
 New Balance	 \$5,532.84
Minimum Amount Due	\$5,532.84
Payment Due Date	April 03, 2006
 Total Credit Line	 \$5,000
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:
1-800-955-7070

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
Capital One Bank P.O. Box 30285
P.O. Box 790216 SLC, UT 84130-0285
St. Louis, MO 63179-0216

Important Account Information

Please review the enclosed privacy information and retain it with your account records. Also visit www.capitalone.com/creditcards and click on the Visit the Guide to Benefits link to learn about your latest Visa or MasterCard account benefits. The descriptions in this online guide replace any information you received in the past. For a printed copy of the Guide to Benefits, call the Customer Relations number on the back of your card.

6523

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 4305721555919138 03 5532840476235532848

New Balance	\$5,532.84
Minimum Amount Due	\$5,532.84
Payment Due Date	April 03, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4305-7215-5591-9138

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		

#9006381919298835# MAIL ID NUMBER

RODNEY D PARK
MARCIAG PARK
178 PARK RD
PENFIELD PA 15849-6534

005523

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

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

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*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per 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.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only comparable with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

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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† How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement billing day. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed into your account or 3) from the first calendar day of the current billing period, whichever is later. You will be given 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 make a payment to the new statement amount, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic finance 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. **Finance Charge.** We calculate the average 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 your balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to give you your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for that segment and add any new transactions and the 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 New Balance shown on your previous statement in full (or you never had a balance) and if there were no new transactions which were not cash advances 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 periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then we take all the periodic rates 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 D (Discount), N (No APR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rates, 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 rates will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo.

LIBOR 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.** If you do not make a payment on time or if you do not pay the amount due on time, we will assess a late fee. If you do not pay the amount due on time, we will assess an overlimit fee. If you do not pay the amount due on time, we will assess a returned payment fee. Late fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date of the membership fee to cancel your account 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 tell your account number and the amount (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel your account and we do not receive your cancellation notice or if we 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, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible to pay all fees whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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

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

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 or to convert your check to a card and process the payment as a check transaction. When we use 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.

9. **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 after we send you the first bill on which the error or question 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 need more information, attach a copy 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.

10. **† Special Rule For Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$500 and the merchant is located 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

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01LGLBAK

03R02 Z 0100
5623
2-4

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 (12 noon PT). Please allow at least five (5) business days for postal 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 preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer direct 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

CAPITAL ONE BANK

vs

PARK, RODNEY D

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is, MAISHA DAVIS, Authorized Agent, of CAPITAL ONE BANK, Plaintiff Herein, that he/she is duly authorized to make this Declaration, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.



MAISHA DAVIS



Notary Public

MYRA PRINDLE
Notary Public
Gwinnett County Georgia
My Commission Expires July 31st 2009

4305721555919138
A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

FILED

SEP 04 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103156
NO: 07-1424-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: RODNEY D. PARK and MARCIA G. PARK

SHERIFF RETURN

NOW, September 19, 2007 AT 1:15 PM SERVED THE WITHIN COMPLAINT ON RODNEY D. PARK DEFENDANT AT 178 PARK RD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RODNEY D. PARK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

FILED
01/11/45 cm
JAN 23 2008
WM

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **103156**

CAPITAL ONE BANK

Case # 07-1424-CD

vs.

RODNEY D. PARK and MARCIA G. PARK

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW January 23, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO MARCIA G. PARK, DEFENDANT. DEFENDANT IS DECEASED PER NEW WIFE.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103156
NO: 07-1424-CD
SERVICES 2
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: RODNEY D. PARK and MARCIA G. PARK

SHERIFF RETURN

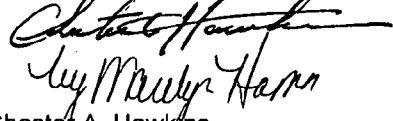
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2921886	20.00
SHERIFF HAWKINS	WELTMAN	2921886	54.04

Sworn to Before Me This

So Answers,

____ Day of _____ 2008


Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK

Plaintiff

No: 07-1424-CD

vs.

COMPLAINT IN CIVIL ACTION

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MARCIA G PARK

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06030553 C N Pit DKB

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

SEP 04 2007

Attest.

William L. Lauer
Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No

RODNEY D PARK
MARCIA G PARK

Defendants

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COURT ADMINISTRATOR
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230 EAST MARKET ST., SUITE 228
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(814) 765-2641, ext 1300-1301

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

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PENFIELD, PA 15849

MARCIA G PARK
178 PARK RD
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436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
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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.

003

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for the first 12 months* - a \$60 value**

\$497
a month for
first 3 months;
\$9.95/mo. thereafter

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UNLIMITED INTERNET ACCESS

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Account Summary

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Finance Charges	\$42.77
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Minimum Amount Due	\$5,532.84
Payment Due Date	April 03, 2006
 Total Credit Line	 \$5,000
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:
1-800-955-7070

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
Capital One Bank Capital One
P.O. Box 790216 P.O. Box 30285
St. Louis, MO 63179-0216 SLC, UT 84130-0285

Important Account Information

Please review the enclosed privacy information and retain it with your account records. Also visit www.capitalone.com/creditcards and click on the Visit the Guide to Benefits link to learn about your latest Visa or MasterCard account benefits. The descriptions in this online guide replace any information you received in the past. For a printed copy of the Guide to Benefits, call the Customer Relations number on the back of your card.

6623

PLATINUM VISA ACCOUNT

4305-7215-5591-9138

FEB 04 - MAR 03, 2006

Page 1 of 1

Payments, Credits and Adjustments

Transactions

1	03 MAR	PAST DUE FEE	\$25.00
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You were assessed a past due fee of \$25.00 on 03/03/2006 because your minimum payment was not received by the due date of 03/03/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

EXHIBIT

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$5,337.97	.02712%	9.99%	\$40.53
CASH	\$147.69	.05425%	19.80%	\$2.24

ANNUAL PERCENTAGE RATE applied this period

10.16%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 4305721555919138 03 5532840476235532848

New Balance	\$5,532.84
Minimum Amount Due	\$5,532.84
Payment Due Date	April 03, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4305-7215-5591-9138

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		

#9005381919298835# MAIL ID NUMBER

RODNEY D PARK
MARIA G PARK
178 PARK RD
PENFIELD PA 15849-6534



Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

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

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A better way to Internet.

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1-888-587-9669

Mention Offer Code: EMERALD

Or visit www.peoplepc.com/go/emerald

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Accelerator: Free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

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03102 Z 0100
6623
2-4

1. How To Avoid A Finance Charge.

- a. **Grace Period.** You will have a minimum grace period of 10 days with which to make 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 applied by your next billing cycle. There is no grace period for cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. **Annual 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 cycle. Additionally, if you did not pay the total "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 paid the total "New Balance" stated 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 your account.
- c. **Minimum Finance Charge.** For each billing period, if the total amount of purchases, cash advances, and periodic 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 balance will be added to the outstanding balance 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.
- e. **Annual New 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 for each segment for the day of the month. 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 from each segment 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, we add up the daily balance for each segment 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 applied to the transaction. This will result in your new balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase account for each purchase segment are 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 days in the current billing cycle. We then calculate your total finance charge by multiplying the average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
 - b. We then calculate the amount in 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, we add up the daily balance on the front of this statement next to 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 plus add any unpaid finance charges to each segment 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.

3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If you have an account with us, the code F (Forfeiture of Deposit), or S (Bankcard Prepaid) appears on the front of this statement next to the periodic rates), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may be different in each period based on the information as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month of January, April, July or October.
- c. If the code D (Prepaid), F (Forfeiture of Deposit) or G (3-mo. UBOB Repaid Monthly) appears on the front of your statement next to the periodic rates), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may be different in each period based on the information as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

- d. **Assumption of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive any or all fees if we receive a written notice from you without waiving our right to assess the same or similar fees at a later time.

- e. **Renewing Your Account.** If a membership fee is charged to your account on the front of this statement, we will charge the same 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to your account. During this period, you may continue to use the account and we will not have the right to cancel your account. If you cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

- f. **You Can't Cancel Your Account.** You may close your account by calling our Customer Relations Department. You must destroy your credit cards and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel your account, we will charge a cancellation fee for each check or receipt of a charge authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transaction fees you have authorized, account fees, past due, late, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close your account or at a later time. We will not be liable for any charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for paying the amount that is a minimum fee for the next time 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 transaction.

- 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 transfer from your account to our bank account to process the payment as a check transaction. When we use 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. You must file your complaint with us 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, please tell us the following information: your name, account number, the date of the amount of the suspected error, a description of the error and an explanation. If possible, why you believe there is an error; or if you need more information, a description of the transaction or bill about which you are inquiring. 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 service that you bought or a service that you paid for and in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$100 and the merchant is located 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 dig 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.

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O1LGLBAK

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 (12 p.m. PT) three business days after the end of the (5) business days by postal delivery. Payments received by us or any other location will not be credited to your account as of the date we receive them. Our business days are Monday through Saturday, excluding holidays. Please note that paper drafts, etc. will not be accepted when preparing your payment. When you send us a check, 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.

FILED

JAN 23 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA) ,NA

Plaintiff No. 07-1424-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

RODNEY D PARK

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#6030553
Judgment Amount \$ 7387.37

7/1/2009
JUL 15 2009
William A. Shaw
Prothonotary/Clerk of Courts
Atty pd. 20.00
100% Notice
to Def.

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

CAPITAL ONE BANK (USA) ,NA

Plaintiff

vs.

Civil Action No. 07-1424-CD

RODNEY D PARK

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

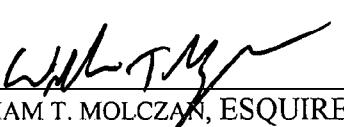
TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, RODNEY D PARK above named, in the default of an Answer, in the amount of \$7387.37 computed as follows:

Amount claimed in Complaint	\$6311.95
Interest from AUGUST 6, 2007 TO JULY 1, 2009 at the legal interest rate of 9.900% per annum	\$1075.42
TOTAL	\$7387.37

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.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#6030553

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And that the last known address of the Defendant is: 178 PARK RD, PENFIELD, PA 15849

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

COPY

CAPITAL ONE BANK (USA) ,NA

Plaintiff

vs.

Civil Action No. 07-1424-CD

RODNEY D PARK

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 7/15/09

Assumpsit Judgment in the amount
of \$7387.37 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. Hargan
PROTHONOTARY (OR DEPUTY)

RODNEY D PARK
178 PARK RD
PENFIELD, PA 15849

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 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 (USA), NA

Case no: 07-1424-CD

Plaintiff
vs.
NON-MILITARY AFFIDAVIT

RODNEY D PARK

Defendant

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

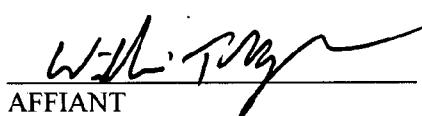
That he/she is the duly authorized agent of the Plaintiff in the within matter.

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, RODNEY D PARK 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, RODNEY D PARK is not in the military service.

Further Affiant sayeth naught.


AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 1st day
of JULY, 2009.


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

JUL-02-2009 06:31:53



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
PARK	RODNEY		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, 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

FILED *acc Atty*
m/3:43cm Rowland.
JUN 14 2010
(JM)
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff No. 07-1424-CD

vs.

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE AS
TO MARCIA G PARK ONLY

RODNEY D PARK
MARCIA G PARK

Defendants FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Lyndsay E Rowland, Esquire
PA I.D. #205520
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06030553

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff

vs.

Civil Action No. 07-1424-CD

RODNEY D PARK
MARCIAG PARK

Defendants

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE AS TO MARCIA G PARK ONLY

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

Settle, Discontinue and End the above-captioned matter upon the records of the Court without
prejudice to refile and mark the costs paid.

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

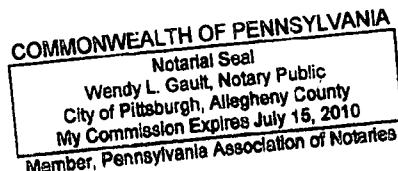
By: Wendy L. Gault
Attorney for Plaintiff
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06030553

SWORN TO AND SUBSCRIBED

before me this 18th day

of May, 2010

NOTARY PUBLIC



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

FILED ^(R)

CAPITAL ONE BANK (USA) NA

Plaintiff

No. 07-1424-CD

vs.

RODNEY D PARK

Defendant

S&T BANK,

Garnishee,

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

WWR#6030553

NOV 14 2011

NOV 12 2011
William A. Shaw
Prothonotary/Clerk of Courts

PRAECIPE FOR WRIT OF EXECUTION
(BANK ATTACHMENT ONLY)

G CFT WRT
WRT to
Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
CAPITAL ONE BANK (USA) NA

Plaintiff

vs.

Civil Action No. 07-1424-CD

RODNEY D PARK

Defendant

S&T BANK,

Garnishee

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

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

1. directed to the Sheriff of CLEARFIELD County:
2. against RODNEY D PARK, Defendant
3. against S&T BANK, Garnishee
4. Judgment Amount \$ 7387.37

Interest \$ 1020.06

Costs \$

SUBTOTAL: \$ 8407.43

Costs (to be added by Prothonotary): \$ 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 (USA) NA
Plaintiff

vs.

Civil Action No. 07-1424-CD

RODNEY D PARK
Defendant

S&T BANK
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: RODNEY D PARK Defendant(s);

(1) You are also directed to attach the property of the defendant not levied upon in the possession of S&T BANK, as garnishee, 5522 SHAFFER RD, SUITE 99, DUBOIS, PA 15801 and to notify the garnishee that:

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

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

Amount due \$ 8407.43

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

\$ 125.00

Prothonotary

Deputy

DATED: 11-14-11
WWR#6030553

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

CAPITAL ONE BANK (USA) NA
Plaintiff

No. 07-1424-CD

vs.

RODNEY D PARK

Defendant

S&T BANK
Garnishee

WRIT OF EXECUTION
NOTICE

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

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

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

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

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

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.

FILED

NOV 14 2011

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA) NA

Plaintiff No. 07-1424-CD

vs.

INTERROGATORIES IN ATTACHMENT S&T BANK

RODNEY D PARK

Defendant

and

S&T BANK

Garnishee

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
WWR#6030553

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

CAPITAL ONE BANK (USA) NA

Plaintiff

vs.

Civil Action No.: 07-1424-CD

RODNEY D PARK
Defendant

and

S&T BANK
Garnishee

TO: S&T BANK
5522 SHAFFER RD, SUITE 99
DUBOIS, PA 15801

Suggested Reference No.: XXX-XX-8416

RE: RODNEY D PARK
178 PARK RD
PENFIELD, PA 15849

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
WWR#6030553

VERIFICATION

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

_____ of _____, garnishee herein,
(Title) (Company)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing

Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.

(SIGNATURE)

To Deputy 11/15/11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-1424-CD

CAPITAL ONE BANK (USA) NA
vs
RODNEY D. PARK
TO: S & T BANK, Garnishee

SERVICE # 1 OF 2

WRIT OF EXECUTION, INTERROGATORIES

SERVE BY: 02/12/2012 **RUSH** HEARING: PAGE: 109056

DEFENDANT: S & T BANK, Garnishee
ADDRESS: 5522 SHAFFER RD, SUITE 99
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS:	Date	Time	Results	Date	Time	Results
	<u> </u>					

FILED

08:50am
NOV 18 2011

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 11/16/2011 AT 946 AM/PM **SERVED** THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES ON S & T BANK, Garnishee, DEFENDANT

BY HANDING TO ELI ZABETH BUNKE Employee

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

ADDRESS SERVED 5522 SHAFFER RD SUITE 99 DUBOIS PA
(Residence) Employment (Sheriff's Office) (Other)

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

WRIT OF EXECUTION, INTERROGATORIES FOR S & T BANK, Garnishee

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO S & T BANK, Garnishee

REASON UNABLE TO LOCATE _____

So Answers: CHESTER A. HAWKINS, SHERIFF

SWORN TO BEFORE ME THIS

BY: Deputy Nathan J. Curry
Deputy Signature

DAY OF 2011

Deputy Nathan J. Curry
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 109056

2 of 2

CAPIAL ONE BANK (USA) NA

NO. 07-1424-CD

-vs-

RODNEY D. PARK
TO: S & T BANK, Garnishee

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

SHERIFF'S RETURN

NOW NOVEMBER 17, 2011 MAILED THE WITHIN:
PRAECIPE, WRIT, WRIT NOTICE & CLAIM FOR EXEMPTION & INTERROGATORIE
TO: RODNEY D. PARK, DEFENDANT
AT: 178 PARK RD., PENFIELD, PA. 15849
IN THE S.A.S.E.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 109056
NO: 07-1424-CD
SERVICES 2
WRIT OF EXECUTION, INTERROGATORIES

PLAINTIFF: CAPITAL ONE BANK (USA) NA

vs.

DEFENDANT: RODNEY D. PARK
TO: S & T BANK, Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	10210013	20.00
SHERIFF HAWKINS	WELTMAN	10210013	45.59

Sworn to Before Me This

____ Day of _____ 2011

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CAPITAL ONE BANK (USA) NA, CIVIL DIVISION

Plaintiff, NO.: 07-1424-CD
vs. ISSUE NUMBER:
RODNEY D. PARK, TYPE OF PLEADING:
Defendant, ANSWERS TO INTERROGATORIES
vs. TO GARNISHEE, S&T BANK
S&T BANK, CODE -
Garnishee. FILED ON BEHALF OF:
S&T Bank, Garnishee
COUNSEL OF RECORD FOR THIS
PARTY:
Brian M. Kile, Esquire
Pa. I.D. #89240
GRENEN & BIRSCIC, P.C.
One Gateway Center
Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

S **FILED** NO. 0364
DEC 05 2011
William A. Shaw
Prothonotary/Clerk of Courts
GK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK (USA) NA,

CIVIL DIVISION

Plaintiff,

NO.: 07-1424-CD

vs.

RODNEY D. PARK,

Defendant,

vs.

S&T BANK,

Garnishee.

ANSWERS TO INTERROGATORIES TO GARNISHEE, S&T BANK

AND NOW, comes S&T Bank, Garnishee ("S&T Bank"), by its attorneys, Grenen & Birsic, P.C., and files the following Answers to Interrogatories:

1. No.
- 1a. Not Applicable.
2. Defendant, Rodney D. Park, 178 Park Road, Penfield, PA 15849-6534 ("Defendant")

has two accounts with S&T Bank:

- (i) Joint Husband/Wife Checking Account No. *****8037 which had a balance as of the date of service of the Interrogatories upon S&T Bank of \$472.09 ("Account I"); and
- (ii) Savings Account No. *****6290 with S&T Bank, which had a balance as of the date of service of Interrogatories upon S&T Bank of \$629.66 ("Account II") (less the Defendant's \$300.00 statutory exemption and \$250.00 for S&T Bank processing fee and attorneys fees and costs for a balance of \$79.66).

No holds were placed on Account I because it is a Joint Husband/Wife account.

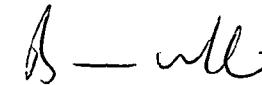
3. No.
4. No.

5. No.
6. No.
7. No.
8. Yes. See answer to Interrogatory 2.
9. Not applicable.
10. Not applicable.
11. Not applicable.
12. Not applicable.

WHEREFORE, S&T Bank respectfully requests that the Garnishment be discontinued against S&T Bank.

GRENEN & BIRSIC, P.C.

By:



Brian M. Kile, Esquire
Attorneys for S&T Bank, Garnishee
One Gateway Center
Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

VERIFICATION

I, Wendy Pinchock, duly authorized representative of S&T Bank, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Answers to Interrogatories are true and correct to the best of my personal knowledge, information and belief.

S&T Bank

By: 
Wendy Pinchock
O.R.E.O. Specialist

FILED

DEC 05 2011

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA) NA

Plaintiff No. 07-1424-CD

vs.

PRAEICE FOR JUDGMENT AGAINST
GARNISHEE

RODNEY D PARK

Defendant

S&T BANK

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

WWR#6030553

5 **FILED** Atty pd.
DEC 08 2011 \$20.00
William A. Shaw
Prothonotary/Clerk of Courts
1CC & Notice
to Garnishee
6K

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

CAPITAL ONE BANK (USA) NA

Plaintiff

vs.

Civil Action No. 07-1424-CD

RODNEY D PARK

Defendant

S&T BANK

Garnishee

PRAECIPE FOR JUDGMENT AGAINST GARNISHEE

TO THE PROTHONOTARY:

Kindly enter Judgment against the Garnishee, S&T BANK , in the amount of \$79.66, which is less than the amount Defendant owes to Plaintiff and which amount Garnishee has admitted owing to the Defendant, in answers to Interrogatories.

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

WWR#6030553

I hereby certify that the address of the Plaintiff is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And that the last known address of the Garnishee is: 5522 SHAFFER RD, SUITE 99DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CAPITAL ONE BANK (USA) NA, CIVIL DIVISION

Plaintiff, NO.: 07-1424-CD
vs. ISSUE NUMBER:
RODNEY D. PARK, TYPE OF PLEADING:
Defendant, ANSWERS TO INTERROGATORIES
vs. TO GARNISHEE, S&T BANK
S&T BANK, CODE -
Garnishee. FILED ON BEHALF OF:
S&T Bank, Garnishee
COUNSEL OF RECORD FOR THIS
PARTY:
Brian M. Kile, Esquire
Pa. I.D. #89240
GRENEN & BIRSCIC, P.C.
One Gateway Center
Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

6030553

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CAPITAL ONE BANK (USA) NA, CIVIL DIVISION

Plaintiff,

NO.: 07-1424-CD

vs.

RODNEY D. PARK,

Defendant,

vs.

S&T BANK,

Garnishee.

ANSWERS TO INTERROGATORIES TO GARNISHEE, S&T BANK

AND NOW, comes S&T Bank, Garnishee ("S&T Bank"), by its attorneys, Grenen & Birsic, P.C., and files the following Answers to Interrogatories:

1. No.
- 1a. Not Applicable.
2. Defendant, Rodney D. Park, 178 Park Road, Penfield, PA 15849-6534 ("Defendant")

has two accounts with S&T Bank:

- (i) Joint Husband/Wife Checking Account No. *****8037 which had a balance as of the date of service of the Interrogatories upon S&T Bank of \$472.09 ("Account I"); and
- (ii) Savings Account No. *****6290 with S&T Bank, which had a balance as of the date of service of Interrogatories upon S&T Bank of \$629.66 ("Account II") (less the Defendant's \$300.00 statutory exemption and \$250.00 for S&T Bank processing fee and attorneys fees and costs for a balance of \$79.66).

No holds were placed on Account I because it is a Joint Husband/Wife account.

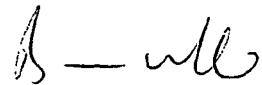
3. No.
4. No.

5. No.
6. No.
7. No.
8. Yes. See answer to Interrogatory 2.
9. Not applicable.
10. Not applicable.
11. Not applicable.
12. Not applicable.

WHEREFORE, S&T Bank respectfully requests that the Garnishment be discontinued against S&T Bank.

GRENEN & BIRSIĆ, P.C.

By:

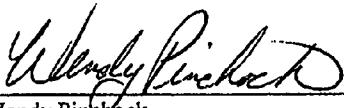


Brian M. Kile, Esquire
Attorneys for S&T Bank, Garnishee
One Gateway Center
Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

VERIFICATION

I, Wendy Pinchock, duly authorized representative of S&T Bank, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Answers to Interrogatories are true and correct to the best of my personal knowledge, information and belief.

S&T Bank

By: 
Wendy Pinchock
O.R.E.O. Specialist

FILED

DEC 08 2011

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
CAPITAL ONE BANK (USA) NA

Plaintiff

vs.

Civil Action No. 07-1424-CD

RODNEY D PARK

Defendant

S&T BANK

Garnishee

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the
following Order or Judgment was
entered against you on 12/8/11

Assumpsit Judgment in the amount
of \$79.66 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:


PROTHONOTARY (OR DEPUTY)

S&T BANK
5522 SHAFFER RD, SUITE 99
DUBOIS, PA 15801

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 # 6030553

Attorney for Plaintiff(s)

CAPITAL ONE BANK (USA),NA

Clearfield County
Court of Common Pleas

vs.

RODNEY D PARK

NO. 07-1424-CD

and

S&T BANK

Garnishee(s)

PRAECIPE TO SATISFY ATTACHMENT EXECUTION

TO THE PROTHONOTARY:

Kindly mark the above matter satisfied as to Garnishee(s), S&T BANK, only.

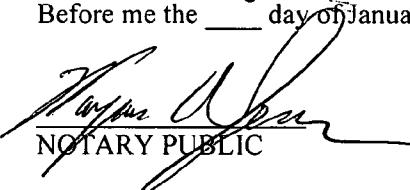
WELTMAN, WEINBERG & REIS CO., L.P.A.

By

James C Warmbrodt, Esquire
Attorney for Plaintiff

Sworn to and subscribed

Before me the day of January, 2012


NOTARY PUBLIC

5 **FILED** *pd \$7.00 Atty*
m/ 11:00 AM
JAN 19 2012 *ICC Atty*
Warmbrodt

William A. Shaw
Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

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