

07-1544-CD

Capital One vs Christine Smith

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

CAPITAL ONE BANK

Plaintiff

vs.

CHRISTIE L SMITH

Defendant

No: 07-1544-ED

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
06094792 C N Pit SGM

FILED  
M 11:03 AM  
SEP 20 2007  
Att. pd. \$5.00  
William A. Shaw  
Prothonotary/Clerk of Courts  
ICC Sheriff

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No

CHRISTIE L SMITH

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 140 EAST SHORE DR GLEN ALLEN , VA 23059 .

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

CHRISTIE L SMITH  
2196 EGYPT RD  
WOODLAND, PA 16881

3. Defendant applied for and received a credit card bearing the account number 4388642111193739 .


4. Defendant made use of said credit card and has a current balance due of \$1276.48 , as of August 21, 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 28.240% per annum on the unpaid balance from August 21, 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, 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 , CHRISTIE L SMITH , INDIVIDUALLY , in the amount of \$1276.48 with continuing interest thereon at the rate of 28.240% per annum from August 21, 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  
06094792 C N Pit SGM

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

## PERMANENTLY RESTRICTED

**Important message:****Capital One**  
what's in your wallet?

**Your account is permanently restricted from future purchases and cash advances due to its past due status.**

**It's not too late to prevent charge-off. *We want to help!***

- Call us at 1-800-955-6600 for a payment solution or to use our free Check by Phone service.
- If you have online account access, log on to your account and pay now at [www.capitalone.com](http://www.capitalone.com).
- If you prefer, simply use the payment coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.  
© 2004 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

044-0404

**Capital One**

PLATINUM VISA ACCOUNT

NOV 26 - DEC 25, 2005

4388-6421-1119-3739

Page 1 of 1

**Account Summary**

Previous Balance	\$888.70
Payments, Credits and Adjustments	\$50.00
Transactions	\$29.00
Finance Charges	\$20.33
<b>New Balance</b>	<b>\$888.03</b>
Minimum Amount Due	\$388.03
Payment Due Date	January 25, 2006
<b>Total Credit Line</b>	<b>\$500</b>
<b>Total Available Credit</b>	<b>\$0.00</b>
<b>Credit Line for Cash</b>	<b>\$500</b>
<b>Available Credit for Cash</b>	<b>\$0.00</b>

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

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

**Payments, Credits and Adjustments**

1	22 DEC	DIRECT DEBIT PAYMENT	\$50.00-
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**Transactions**

2	25 DEC	PAST DUE FEE	\$29.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please call 1-877-794-4487 before January 31, 2006, to reserve your copy for this account. Orders will be mailed out by the end of February 2006.

We appreciate your business and are converting your account to Platinum status as of October 17, 2005. So, be on the lookout for the arrival of your new Platinum card at your next reissue. Until then, you will receive Platinum benefits when you use your current card. For details about your new Platinum benefits, visit [www.capitalone.com/creditcards](http://www.capitalone.com/creditcards) and click on the Guide to Benefits link. Thanks for choosing Capital One.

You were assessed a past due fee of \$29.00 on 12/25/2005 because your minimum payment was not received by the due date of 12/24/2005. 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****Important Account Information**

It's Capital One Bowl week time again! Tune in to ESPN and ESPN2 starting on December 20 for the best in post-season college football action to see your favorite teams fight for bowl championships. And on January 2 at 1 pm (ET), be sure to tune in to ABC to watch the Capital One Bowl live from Orlando, Florida!

**Finance Charges**

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$833.38	.07600% P	27.74%	\$19.00
CASH	\$58.50	.07600% P	27.74%	\$1.33

ANNUAL PERCENTAGE RATE applied this period

27.74%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**Capital One**

0000000 0 4388642111193739 25 0888030050000388032

New Balance	\$888.03
Minimum Amount Due	\$388.03
Payment Due Date	January 25, 2006

Total enclosed \$   
Account Number: 4388-6421-1119-3739

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

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

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



052198

#9035989390666646# MAIL ID NUMBER  
CHRISTIE L SMITH  
2196 EGYPT RD  
WOODLAND PA 16881-8814



26R08 00100  
521985  
2-5

#### 1. How To Avoid A Finance Charge.

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

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

#### 2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

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

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

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

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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

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

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 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. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

#### † † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have acted in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com).

Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 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 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 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

CAPITAL ONE BANK

vs

SMITH, CHRISTIE L

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, TRACY TAYLOR, 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.



TRACY TAYLOR



Notary Public

MARITZA L. ROBERTS  
NOTARY PUBLIC, DEKALB COUNTY, GA  
MY COMMISSION EXPIRES 4-10-2011

438864211193739

A049

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



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103218  
NO: 07-1544-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK  
vs.  
DEFENDANT: CHRISTIE L. SMITH

SHERIFF RETURN

NOW, October 02, 2007 AT 2:46 PM SERVED THE WITHIN COMPLAINT ON CHRISTIE L. SMITH DEFENDANT AT 2196 EGYPT RD, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHRISTIE SMITH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / HUNTER

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2998478	10.00
SHERIFF HAWKINS	WELTMAN	2998478	27.70

FILED

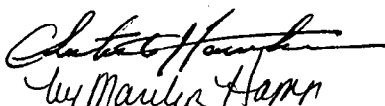
01/31/08 4:45 PM  
JAN 31 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008  
2007

So Answers,

  
Chester A. Hawkins  
Sheriff

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

CAPITAL ONE BANK

Plaintiff

No. 07-1544-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

CHRISTIE L SMITH

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#06094792  
Judgment Amount \$ 1860.67

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

FILED Any pd<sup>ca</sup> 20.00  
MAR 25 2018  
William A. Shaw  
Prothonotary/Clerk of Courts  
ICC Notice  
to Def.  
Statement to  
Any

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 07-1544-CD

CHRISTIE L SMITH

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**


TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, CHRISTIE L SMITH above named, in the default of an Answer, in the amount of \$1860.67 computed as follows:

Amount claimed in Complaint	\$1,601.68
Interest from 08/21/07 to 03/17/08 at the legal interest rate of 28.240 % per annum	\$258.99
TOTAL	\$1860.67

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#06094792

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: 2196 EGYPT RD  
WOODLAND, PA 16881

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 07-1544-CD

CHRISTIE L SMITH

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 3/25/08

(xx)    Assumpsit Judgment in the amount  
         of \$1860.67 plus costs.

(    )    Trespass Judgment in the amount  
         of \$\_\_\_\_\_ plus costs.

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

(xx)    Entry of Judgment of  
         ☐ Court Order  
         ☐ Non-Pros  
         ☐ Confession  
         ☒ Default  
         ☐ Verdict  
         ☐ Arbitration  
         Award

Prothonotary

By:   
PROTHONOTARY (OR DEPUTY)

CHRISTIE L SMITH  
2196 EGYPT RD  
WOODLAND, PA 16881

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 COMMON PLEAS COURT OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAPITAL ONE BANK

Case no: 07-1544-CD

Plaintiff

**NON-MILITARY AFFIDAVIT**

vs.

CHRISTIE L SMITH

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, CHRISTIE L SMITH 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, CHRISTIE L SMITH is not in the military service.

Further Affiant sayeth naught.

  
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 18<sup>th</sup> day  
of March, 08.

  
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.

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

CAPITAL ONE BANK

Plaintiff

Case # 07-1544-CD

CHRISTIE L SMITH

Defendant(s)

IMPORTANT NOTICE

TO: CHRISTIE L SMITH  
2196 EGYPT RD  
WOODLAND, PA 16881

Date of Notice: 02/28/08  
WWR#: 06094792

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE FOLLOWING OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

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

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

Department of Defense Manpower Data Center

MAR-17-2008 07:15:53



## Military Status Report

Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
SMITH	CHRISTIE	Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

A handwritten signature in cursive script that reads "Mary M. Snavelly-Dixon".

---

Mary M. Snavelly-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID:BLAIHETAHJH



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

COPY

Capital One Bank  
Plaintiff(s)

No.: 2007-01544-CD

Real Debt: \$1,860.67

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Christie L. Smith  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 25, 2008

Expires: March 25, 2013

Certified from the record this 25th day of March, 2008.



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  
CIVIL DIVISION

CAPITAL ONE BANK (USA), NA  
Plaintiff

No. 07-1544-CD

vs.

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

CHRISTIE L SMITH  
Defendant(s)

FIRST COMMONWEALTH BANK  
CNB BANK  
CLEARFIELD BANK AND TRUST CO,  
Garnishee(s)

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

FILED  
m/3:01/301  
JUL 03 2011  
Att'y pd.  
\$20.00  
William A. Sherry  
Prothonotary/Clerk of Courts  
3cc @ 6  
Writs to  
Sheriff  
file

WWR No. 6094792

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

CAPITAL ONE BANK (USA), NA  
Plaintiff

vs.

Civil Action No. 07-1544-CD

CHRISTIE L SMITH  
Defendant(s)

FIRST COMMONWEALTH BANK  
CNB BANK  
CLEARFIELD BANK AND TRUST CO  
Garnishee(s)

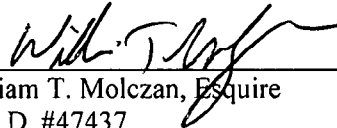
**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

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

1. directed to the Sheriff of CLEARFIELD County:
2. against CHRISTIE L SMITH , Defendant
3. against FIRST COMMONWEALTH BANK, CNB BANK, CLEARFIELD BANK AND TRUST  
CO, Garnishee
4. Judgment Amount \$ 1860.67  
Less payments/credits received \$ 0  
Interest \$ 361.54  
Costs \$  
**SUBTOTAL:** \$ 2222.21  
Costs (to be added by Prothonotary): **Prothonotary costs** \$ 125.00

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

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

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

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

CAPITAL ONE BANK (USA), NA  
Plaintiff

vs.

Civil Action No. 07-1544-CD

CHRISTIE L SMITH  
Defendant(s)

FIRST COMMONWEALTH BANK  
CNB BANK CLEARFIELD BANK AND TRUST CO  
Garnishee(s)

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

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

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

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

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

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

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

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

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

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

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

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

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

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

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

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

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

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

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

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

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

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

**THIS CLAIM TO BE FILED WITH:**

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

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

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

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

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

CAPITAL ONE BANK (USA), NA  
Plaintiff

vs.

Civil Action No. 07-1544-CD

CHRISTIE L SMITH  
Defendant(s)

FIRST COMMONWEALTH BANK  
CNB BANK  
CLEARFIELD BANK AND TRUST CO  
Garnishee(s)

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

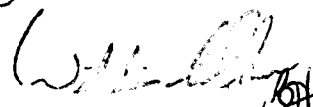
You are also directed to attach the property of the defendant not levied upon in the possession of FIRST COMMONWEALTH BANK; CNB BANK; CLEARFIELD BANK AND TRUST CO, AS GARNISHEE, 14303 CLEARFIELD SHAWVILLE HWY CLEARFIELD, PA 16830; PO BOX 42, 1 S SECOND ST CLEARFIELD, PA 16830; 11 N SECOND ST, PO BOX 171 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 .....\$ 2222.21

Costs to be added.....Prothonotary costs \$ 125.00

Prothonotary

DATED: 7/5/11

  
Deputy

WWR No. 6094792

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

CAPITAL ONE BANK (USA), NA  
Plaintiff

vs.

Civil Action No. 07-1544-CD

CHRISTIE L SMITH  
Defendant(s)

FIRST COMMONWEALTH BANK  
CNB BANK  
CLEARFIELD BANK AND TRUST CO  
Garnishee(s)

**INTERROGATORIES IN ATTACHMENT**

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

FILED  
M/3-0081  
JUL 03 2011  
William A. Shinn  
Prothonotary, Clearfield County  
No CC  
6/1

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

CAPITAL ONE BANK (USA), NA  
Plaintiff

vs.

Civil Action No. 07-1544-CD

CHRISTIE L SMITH  
Defendant(s)

FIRST COMMONWEALTH BANK  
CNB BANK  
CLEARFIELD BANK AND TRUST CO  
Garnishee(s)

TO: FIRST COMMONWEALTH BANK, 14303 CLEARFIELD SHAWVILLE HWY, CLEARFIELD, PA 16830  
CNB BANK, PO BOX 42, 1 S SECOND ST, CLEARFIELD, PA 16830  
CLEARFIELD BANK AND TRUST CO 11 N SECOND ST, PO BOX 171 CLEARFIELD, PA 16830

RE: CHRISTIE L SMITH, 2196 EGYPT RD, WOODLAND, PA 16881

Suggested Reference No.: XXX-XX-2022  
XXX-XX-

**IMPORTANT NOTICES TO GARNISHEE!**

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

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

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



## INTERROGATORIES IN ATTACHMENT

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

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

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

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

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

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

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

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

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

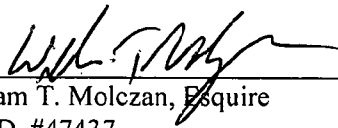
9. If the answer to Interrogatory 1 is in the affirmative, state the date the sheriff served these interrogatories on this institution.

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

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

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

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

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

VERIFICATION

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

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

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

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

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

To Deputy 7/12/11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 07-1544-CD

CAPITAL ONE BANK (USA), NA

vs

SERVICE # 1 OF 4

CHRISTIE L. SMITH

TO: FIRST COMMONWEALTH BANK, CNB BANK, CLEARFIELD BANK & TRUST CO., GARNISHEE

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 08/04/2011 **RUSH** HEARING: PAGE: 108637

DEFENDANT: FIRST COMMONWEALTH BANK, Garnishee

ADDRESS: 14303 CLEARFIELD SHAWVILLE HWY  
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

Date	Time	Results	Date	Time	Results
ATTEMPTS:					

**FILED**

09:05 am

2011

William A. Shaw  
County Clerk of Courts

**OCCUPIED**

**SHERIFF'S RETURN**

NOW, July 13 2011 AT 3<sup>25</sup> AM / **(PM)** **SERVED** THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE ON FIRST COMMONWEALTH BANK, Garnishee,  
DEFENDANT

BY HANDING TO Christina Taylor Manager

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

ADDRESS SERVED 14303 Clearfield Shawville Hwy Clearfield, PA  
( ) Residence (X) Employment ( ) Sheriff's Office ( ) Other 16830

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **POSTED** THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE FOR FIRST COMMONWEALTH BANK, Garnishee

AT (ADDRESS) \_\_\_\_\_

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

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

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2011

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jeffrey L. Rhone  
Deputy Signature

Jeffrey L. Rhone  
Print Deputy Name

To Deputy 7/12/11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 07-1544-CD

CAPITAL ONE BANK (USA), NA

vs

CHRISTIE L. SMITH

SERVICE # 2 OF 4

TO: FIRST COMMONWEALTH BANK, CNB BANK, CLEARFIELD BANK & TRUST CO., GARNISHEE  
WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 08/04/2011 **RUSH** HEARING: PAGE: 108637

DEFENDANT: CNB BANK, Garnishee  
ADDRESS: PO BOX 42 1 S. SECOND ST.  
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

Date			Time			Results		
ATTEMPTS:								

FILED  
9/9/05cm  
JUL 13 2011

William A. Shaw  
Prothonotary/Clerk of Court

OCCUPIED

**SHERIFF'S RETURN**

NOW, July 13 2011 AT 2<sup>50</sup> AM (PM) SERVED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE ON CNB BANK, Garnishee, DEFENDANT

BY HANDING TO Cynthia Pearce Customer Service Rep

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

ADDRESS SERVED 1 South Second St Clearfield PA 16830  
( ) Residence (x) Employment ( ) Sheriff's Office ( ) Other

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE FOR CNB BANK, Garnishee

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF NOT FOUND AS TO CNB BANK, Garnishee

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2011

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jeffrey L. Rhone Deputy Signature

Jeffrey L. Rhone  
Print Deputy Name

To Deputy 7/12/11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 07-1544-CD

CAPITAL ONE BANK (USA), NA

vs

SERVICE # 3 OF 4

CHRISTIE L. SMITH

TO: FIRST COMMONWEALTH BANK, CNB BANK, CLEARFIELD BANK & TRUST CO., GARNISHEE

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 08/04/2011 **RUSH** HEARING: PAGE: 108637

DEFENDANT: CLEARFIELD BANK & TRUST CO., Garnishee

ADDRESS: 11 N. SECOND ST. PO BOX 171  
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS:	Date	Time	Results	Date	Time	Results

FILED  
9/9/056m  
AL 2011

William A. Shaughnessy  
Clerk of Courts

**SHERIFF'S RETURN**

NOW, July 13 2011 AT 2<sup>40</sup> AM / **PM** SERVED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE ON CLEARFIELD BANK & TRUST CO., Garnishee, DEFENDANT

BY HANDING TO Melissa Bishop, Office Manager

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

ADDRESS SERVED 11 North Second St Clearfield PA 16830  
( ) Residence (x) Employment ( ) Sheriff's Office ( ) Other

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE FOR CLEARFIELD BANK & TRUST CO., Garnishee

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF **NOT FOUND** AS TO CLEARFIELD BANK & TRUST CO., Garnishee

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2011

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jeffrey L. Rhone  
Deputy Signature  
Jeffrey L. Rhone  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 108637

4 of 4

CAPITAL ONE BANK (USA) NA

-vs-

CHRISTIE L. SMITH

TO: FIRST COMMONWEALTH BANK, CNB BANK,  
& CLEARFIELD BANK & TRUST CO., Garnishees

**SHERIFF'S RETURN**

NO. 07-1544-CD

WRIT OF EXECUTION/  
INTERROGATORIES TO  
GARNISHEE

NOW JULY 15, 2011 MAILED THE WITHIN:

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

TO: CHRISTIE L. SMITH, DEFENDANT

AT: 2196 EGYPT RD., WOODLAND, PA. 16881

IN S.A.S.E.

**FILED**  
9/2:24Lm  
JUL 15 2011  
William A. Shaver  
Prothonotary/Clerk of Courts

**FILED**

6211

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 108637  
NO: 07-1544-CD  
SERVICES 4

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

PLAINTIFF: CAPITAL ONE BANK (USA), NA

vs.

DEFENDANT: CHRISTIE L. SMITH

TO: FIRST COMMONWEALTH BANK, CNB BANK, CLEARFIELD BANK & TRUST CO., GARNISHEE

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	5257186	40.00
SHERIFF HAWKINS	WELTMAN	5257186	42.00

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff



RECEIVED

JUL 14 2011

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

CAPITAL ONE BANK (USA), NA  
Plaintiff

vs.

Civil Action No. 07-1544-CD

CHRISTIE L SMITH  
Defendant(s)

FIRST COMMONWEALTH BANK  
CNB BANK  
CLEARFIELD BANK AND TRUST CO  
Garnishee(s)

*Answers to*  
INTERROGATORIES IN ATTACHMENT

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

FILED No  
18:59/51 CC  
JUL 25 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. 07-1544-CD

CHRISTIE L SMITH  
Defendant(s)

FIRST COMMONWEALTH BANK  
CNB BANK  
CLEARFIELD BANK AND TRUST CO  
Garnishee(s)

TO: FIRST COMMONWEALTH BANK, 14303 CLEARFIELD SHAWVILLE HWY, CLEARFIELD, PA 16830  
CNB BANK, PO BOX 42, 1 S SECOND ST, CLEARFIELD, PA 16830  
CLEARFIELD BANK AND TRUST CO 111 N SECOND ST, PO BOX 171 CLEARFIELD, PA 16830

RE: CHRISTIE L SMITH , 2196 EGYPT RD, WOODLAND, PA 16881

Suggested Reference No.: XXX-XX-2022  
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**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

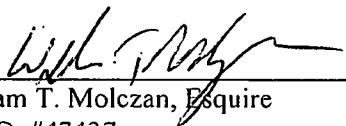
By:   
William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

EXHIBIT "A"

ANSWERS TO INTERROGATORIES

1. Yes
  - a. Checking account number 7110216032 into Gina L. Smith or Christie L. Smith with a current balance of zero.
2. No
3. No
4. No
5. No
6. No
7. No
8. See #1a above
9. July 14, 2011
10. July 14, 2011
11. N/A
12. N/A

## VERIFICATION

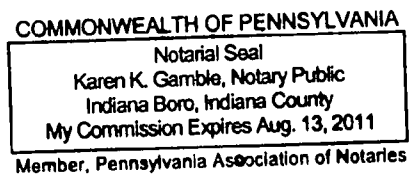
COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF INDIANA )

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

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

Sworn and subscribed to before me  
This 26th day of July 2011

Karen K. Gamble  
Notary Public



**CERTIFICATE OF SERVICE**

I hereby certify that on July 20, 2011 I have this day caused to be served a true and correct copy of this ANSWERS TO INTERROGATORIES upon the following parties:

**VIA CERTIFIED U.S. MAIL**

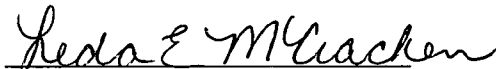
*Gina L. Smith  
Christie L. Smith  
2196 Egypt Rd.  
Woodland, PA 16881-8814*

*As Defendant*

**VIA REGULAR U.S. MAIL**

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

*As Plaintiff*



Leda E. McCracken  
Assistant Vice President  
First Commonwealth Bank

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA**

CAPITAL ONE BANK, (USA), NA.

Plaintiff

CIVIL ACTION

WELTMAN, WEINBERG & REIS CO., LPA

WILLIAM T. MOLCZAN, ESQUIRE

1400 KOPPERS BUILDING

436 SEVENTH AVENUE

PITTSBURGH, PA 15219

Attorney for Plaintiff

Case No. 2007-1544-CD

Type Case: CIVIL

Type of Pleading: ANSWERS TO  
INTERROGATORIES

VS.

Filed on Behalf of:

CHRISTIE L. SMITH

Defendant

CLEARFIELD BANK & TRUST  
COMPANY

AND

CLEARFIELD BANK & TRUST COMPANY

Garnishee(s)

Filed by:

Lori A. Kurtz

Asst. Vice President & Special  
Assets Mgr.

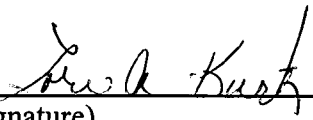
11 N. 2<sup>nd</sup> St., P.O. Box 171

Clearfield, PA 16830

(Address)

814-765-7551 or 814-762-8825

(Phone)

  
(Signature)

**FILED**

SEP 01 2011

William A. Shaw  
Prothonotary/Clerk of Courts

3cc

CBOT

6K



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

CAPITAL ONE BANK, (USA), NA  
PLAINTIFF

Vs

CHRISTIE L. SMITH

DEFENDANT

Case No. 2007-1544-CD

To: The Prothonotary of Clearfield County

The Clearfield Bank & Trust Company files answers to plaintiff's interrogatories as follows:

The answer to the Plaintiff's interrogatories #1 is NO.

The answer to the Plaintiff's interrogatories #1a is N/A.

The answer to the Plaintiff's interrogatories #2 is NO.

The answer to the Plaintiff's interrogatories #3 is NO.

The answer to the Plaintiff's interrogatories #4 is NO.

The answer to the Plaintiff's interrogatories #5 is NO.

The answer to the Plaintiff's interrogatories #6 is NO

The answer to the Plaintiff's interrogatories #7 is NO

The answer to the Plaintiff's interrogatories #8 is NO

The answer to the Plaintiff's interrogatories #9 is N/A

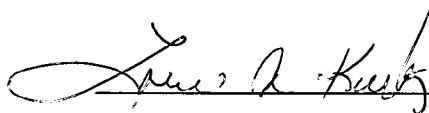
The answer to the Plaintiff's interrogatories #10 is N/A

The answer to the Plaintiff's interrogatories # 11 is N/A

The answer to the Plaintiff's interrogatories # 12 is N/A

I hereby certify that the foregoing Answers to Interrogatories are true and correct, to the best of my knowledge, information and belief, under penalty of 18 P.S. 4904, relating to unsworn falsification to authorities.

Dated: August 31, 2011



Lori A. Kurtz  
Asst. Vice President &  
Special Assets Manager  
Clearfield Bank & Trust Company

**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 # 6094792

**Attorney for Plaintiff(s)**

**FILED**

SEP 19 2011

William A. Shaw  
Prothonotary/Clerk of Courts

CAPITAL ONE BANK (USA),NA

Clearfield County  
Court of Common Pleas

vs.

CHRISTIE L SMITH

NO. 07-1544-CD

and

FIRST COMMONWEALTH BANK, CNB BANK, CLEARFIELD BANK & TRUST CO

Garnishee(s)

**PRAECIPE TO DISCONTINUE ATTACHMENT EXECUTION**

TO THE PROTHONOTARY:

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

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

By

James C Warmbrodt, Esquire  
Attorney for Plaintiff

Sworn to and subscribed

Before me the 13 day of September, 2011

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Wendy L. Gault, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires July 15, 2014  
Member, Pennsylvania Association of Notaries