

08-1355-CD  
Omni Credit al vs Harry D. Price

**FILED**

in 1:55 p.m. 6K NOCC  
JUL 24 2008 I COMPL. to SHFF

William A. Shaw  
Prothonotary/Clerk of Courts  
Atty PAID 95.00

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

OMNI CREDIT SERVICES OF S.E.  
FLORIDA, INC. A FLORIDA CORPORATION  
as Assignee of C1 PROFESSIONAL TRAINING  
CENTER

Plaintiff

No. 2008-1355-CD

vs.

COMPLAINT IN CIVIL ACTION

HARRY D PRICE

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

JAMES C. WARBRODT, Esquire  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#06795877

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

OMNI CREDIT SERVICES OF S.E.  
FLORIDA, INC. A FLORIDA CORPORATION  
as Assignee of C1 PROFESSIONAL TRAINING  
CENTER

Plaintiff

vs.

Civil Action No.

HARRY D PRICE

Defendant

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

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

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

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

COMPLAINT

1. Plaintiff is a corporation having offices in 4300 BISCAYNE BLVD.#302-B, MIAMI, FL 33137-0000.
2. Defendant is an adult individual residing at 18 BILL RD, CLEARFIELD,PA 16830.
3. On or about 10/21/04, Defendant duly executed a INSTALLMENT BUSINESS LOAN DEMAND NOTE (hereinafter the "Note") in favor of C1 PROFESSIONAL TRAINING CENTER, a true and correct copy of said Note is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Pursuant to the terms and conditions provided by the Note, the Note was assigned to Plaintiff.
5. Plaintiff avers that Defendant is in default of the Note by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.
6. Plaintiff avers that a balance of \$11,807.49 is due from Defendant as of JUNE 17, 2008.
7. Plaintiff avers that the Note between the parties provides that Plaintiff is entitled to interest at the rate of 18.00% per annum.
8. Plaintiff avers that the Note between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees.

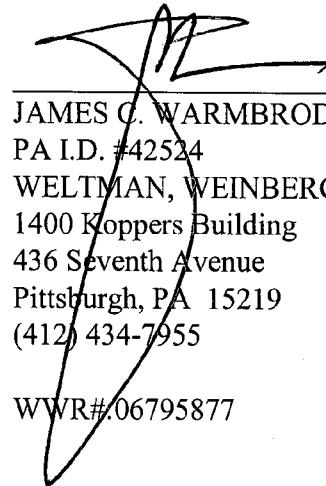
9. Plaintiff avers that such attorneys' fees amount to \$1500.00.

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

WHEREFORE, Plaintiff demands judgment against Defendant, HARRY D PRICE, individually, in the amount of \$11,807.49 with continuing interest thereon at the Contract rate of 18.00% per annum from JUNE 17, 2008, plus attorneys' fees of \$1500.00 and costs.

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

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

  
JAMES C. WARMBRODT, Esquire  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#06795877

For value received, **Harry Price**

1920 Superior Ave NE

Canton

OH

44705

("Borrower") an adult having a mailing address of

promises to pay to the order of C1 Professional Training Center ("Lender") at the principle office of Lender in Indianapolis, Indiana, or at such other place or to such other party as the holder hereof may from time to time designate, the principal sum of \$3,620.00 plus interest on the principal balance computed on the basis of the actual number of days elasped in a year of 365 days at the rate of 18 % per annum.

In no event shall the interest rate exceed the maximum rate allowed by law; any interest payment which would for any reason be unlawful under applicable law shall be applied to principal. Payments may, at the option of the Lender, be applied to charges including expenses of collection, then to late fees, then to interest and then to principal. Acceptance by Lender of any payment which is less than payment in full of all amounts due and owing at such time shall not constitute waiver of Lender's right to receive payment in full at such time or any other time.

This note evidences a debt which is subject to the additional terms and conditions of the Enrollment Agreement executed by Borrower and dated 09/28/2000 ("The Enrollment Agreement"), which terms and conditions are incorporated herein by reference as though set forth in full. The amount of this Note and timing of payments may be modified based on the terms of the Enrollment Agreement. If this Note becomes payable on demand based on the terms and conditions contained in the Enrollment Agreement, and this Note is not paid on demand, accrued and unpaid interest, late fees and Costs (as such term is hereinafter defined) shall be due and payable as described in this Note.

**PAYMENTS:** Borrower shall pay this Note in consecutive monthly installments of \$340.00 including interest, commencing on 01/05/2001 until demand, at which time the unpaid principal plus accrued interest and charges then unpaid shall be due and payable immediately.

**LATE FEE:** If any payment is not received by Lender within 10 days after its due date, Lender may assess and Borrower agrees to pay a late fee equal to the lesser of five percent (5%) of the past due amount or Five Dollars (\$5.00), but in no event less than One Dollar (\$1.00).

**PREPAYMENT:** Principal may be pre-paid provided that all partial prepayments shall be applied to the latest maturing installments of principal payable under this Note in inverse order of maturity.

**REPRESENTATIONS BY BORROWER:** Borrower represents that (a) this Note is a valid and binding agreement, enforceable according to its terms; and (b) this Notes evidences a business loan exempt from the Federal Truth in Lending Act (15 USC 1601, et seq), the Federal Reserve Bank's Regulation Z (12 CFR 226, et seq), and the Indiana Uniform Consumer Credit Code (IC 24-4.5-1-101, et seq).

**DEFAULT:** Should default be made in any payment when due, the whole sum of principal and interest shall immediately become due and payable at the option of the Lender. Reference is made to the Enrollment Agreement for other conditions under which the maturity of this Note may be accelerated.

**COSTS:** Borrower is liable to Lender for all reasonable costs and expenses of every kind incurred in the making or collection of this Note, including, without limitation, reasonable attorneys' fees and court costs ("Costs").

**MISCELLANEOUS:** Borrower and Guarantor (if applicable), shall be jointly and severally liable for all obligations represented by this Note, and the receipt of value by any one of them constitutes receipt of value by the other. Section headings are for the convenience of reference only and do not affect the interpretation of this Note. This Note, the Enrollment Agreement and all related loan documents embody the entire agreement between Borrower, Guarantor and Lender regarding the terms of the loan evidenced by this Note, and supersede all oral statements and prior writings relating to that loan.

**GOVERNING LAW:** This Note is made under and will be governed in all cases by the substantive laws of the State of Indiana, notwithstanding the fact that Indiana conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction apply. Whenever possible, each provision of this Note or any related agreement or instrument shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note or any related agreement or instrument.

**VENUE/JURISDICTION:** Borrower, Guarantor (if applicable), and C1, by acceptance of this Note, agree that all actions or proceedings arising in connection with this Note or any of the other loan documents or any dealings between them relating to the subject matter of this transaction or the relationship that is being established shall be tried and litigated only in the state courts located in the County of Marion, State of Indiana, or the federal courts whose venue includes the County of Marion, State of Indiana. Borrower and Guarantor waive, to the extent permitted under applicable law, any right Borrower or Guarantor may have to assert that any such action or proceedings was brought in an inconvenient court or to object to venue to the extent any proceeding is brought in accordance with this paragraph.

**WAIVER OF PUNITIVE DAMAGES:** BORROWER, GUARANTOR (IF APPLICABLE), AND LENDER BY ACCEPTANCE OF THIS NOTE, HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY SUCH PARTY.

**WAIVER OF RIGHT TO JURY TRIAL:** BORROWER, GUARANTOR (IF APPLICABLE), AND LENDER BY ACCEPTANCE OF THIS NOTE, EACH HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR THE RELATIONSHIP THAT IS BEING ESTABLISHED. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court that relate to the subject matter of this transaction, including contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. BORROWER, GUARANTOR (IF APPLICABLE), AND LENDER, BY ACCEPTANCE OF THIS NOTE, FURTHER WARRANT AND REPRESENT THAT THEY HAVE REVIEWED THIS WAIVER AND THAT THEY KNOWINGLY AND VOLUNTARILY WAIVE THEIR JURY TRIAL RIGHTS. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS NOTE).

Borrower: Harry Price

Printed Name

Written Name

Date 09/28/2000

Guarantor:

Printed Name

Written Name

Date

Acknowledgment

C1:

*Michael Benkert*

By

Title Chief Financial Officer

Printed Name Michael J. Benkert

Date 09/28/2000

Carrier: Star Transport

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 Brangard Klemann  
President (Title) of OMNI CREDIT SERVICES (Name)  
of S.E. (Company) Florida INC

he/she is duly authorized to make this Verification, 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.

  
(Signature)

WWR#6795877

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1355-CD

OMNI CREDIT SERVICES OF S.E. FLORIDA, INC. A FLORIDA CORPORATION  
as Assignee of C1 PROFESSIONAL TRAINING CENTER

vs

HARRY D. PRICE

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 08/23/2008 HEARING: PAGE: 104446

FILED

DEFENDANT: HARRY D. PRICE  
ADDRESS: 18 BILL RD  
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

ATTEMPTS

7-30-08 N/H

*night service -  
VACANT  
spoke with on phone  
8-4-08*

*OCCUPIED  
spoke with on phone  
8-5-08*

AUG 13 2008  
6/3/08

William A. Shaw  
Prothonotary/Clerk of Courts

*he & wife are working in state Col.  
no one@residence 8/8 to accept.*

SHERIFF'S RETURN

NOW, 8/13/08 AT 9:15 AM / PM SERVED THE WITHIN

COMPLAINT ON HARRY D. PRICE, DEFENDANT

BY HANDING TO Harry Price, self

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

ADDRESS SERVED 18 Bill rd Clearfield Pa 16830

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

COMPLAINT FOR HARRY D. PRICE

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

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

I MAKE RETURN OF **NOT FOUND** AS TO HARRY D. PRICE

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

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. A. Hawkins  
Deputy Signature  
S. Hunter  
Print Deputy Name

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

OMNI CREDIT SERVICES OF S.E.  
FLORIDA, INC. A FLORIDA CORPORATION  
AS ASSIGNEE OF C1 PROFESSIONAL TRAINING CENTER

Plaintiff No. 2008-1355-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

HARRY D PRICE

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt,  
P.A.I.D.# 42524  
Weltman, Weinberg & Reis Co., L.P.A.  
436 Seventh Avenue, Suite 1400  
Pittsburgh, PA 15219  
(412)434-7955  
Fax: 412-338-71305

WWR#6795877  
Judgment Amount \$ 13,781.50

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

FILED <sup>(610)</sup>  
Atty pd.  
m/2:40 pd.  
NOV 07 2008 1cc & Notice  
to Def.

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

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

OMNI CREDIT SERVICES OF S.E.  
FLORIDA, INC. A FLORIDA CORPORATION  
AS ASSIGNEE OF C1 PROFESSIONAL TRAINING CENTER

Plaintiff

vs.

Civil Action No. 2008-1355-CD

HARRY D PRICE

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, HARRY D PRICE above named, in the default of an Answer, in the amount of \$13,781.50 computed as follows:

Amount claimed in Complaint	\$11,807.49
Interest from 6/17/08 to 10/30/08 at the legal interest rate of 18.00% per annum	\$474.01
Attorney's fees	\$1500.00
<b>TOTAL</b>	<b>\$13,781.50</b>

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

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

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

James C. Warmbrodt,  
P.A.I.D.# 42524

Weltman, Weinberg & Reis Co., L.P.A.  
436 Seventh Avenue, Suite 1400  
Pittsburgh, PA 15219  
(412)434-7955  
Fax: 412-338-71305

WWR#6795877

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: 18 BILL RD CLEARFIELD,PA 16830

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

OMNI CREDIT SERVICES OF S.E.  
FLORIDA, INC. A FLORIDA CORPORATION  
AS ASSIGNEE OF C1 PROFESSIONAL TRAINING CENTER

Plaintiff

vs.

Civil Action No. 2008-1355-CD

HARRY D PRICE

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 11/17/08

Assumpsit Judgment in the amount  
of \$13,781.50 plus costs.

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

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

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

Prothonotary

By:   
PROTHONOTARY (OR DEPUTY)

HARRY D PRICE  
18 BILL RD  
CLEARFIELD, PA 16830

Plaintiff's address is:

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

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

C1 PROFESSIONAL TRNG CTR

Plaintiff

case # 2608-1355-CV

HARRY D PRICE

Defendant(s)

IMPORTANT NOTICE

TO: HARRY D PRICE  
18 BILL RD  
CLEARFIELD, PA 16830

Date of Notice: 10-17-08  
WWR#: 06795877

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

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

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

BY: Patrick Thomas Woodman  
PATRICK THOMAS WOODMAN  
PA I.D. #34507  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 KOPPERS BLDG, 436 7TH AVE.  
PITTSBURGH, PA 15219  
(412) 434-7955

Department of Defense Manpower Data Center

OCT-30-2008 05:25:54



**Military Status Report**  
**Pursuant to the Servicemembers Civil Relief Act**

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

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

*Mary M. Snavely-Dixon*

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

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

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

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

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

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

**WARNING:** This certificate was provided based on a name and Social Security number (SSN) provided

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

OMNI CREDIT SERVICES OF S.E.  
FLORIDA, INC. A FLORIDA CORPORATION  
AS ASSIGNEE OF C1 PROFESSIONAL TRAINING CENTER

Case no: 2008-1355-CD

Plaintiff  
vs.

**NON-MILITARY AFFIDAVIT**

## HARRY D PRICE

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, HARRY D PRICE is not in the military service.

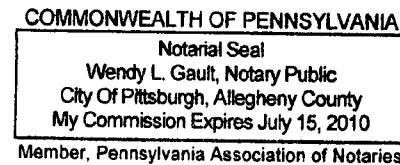
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, HARRY D PRICE is not in the military service.

Further Affiant sayeth naught.

## AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 31 day  
of October, 2006

NOTARY PUBLIC



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

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

Omni Credit Services of S.E. Florida  
C1 Professional Training Center  
Plaintiff(s)

No.: 2008-01355-CD

Real Debt: \$13,781.50

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Harry D. Price  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 7, 2008

Expires: November 7, 2013

Certified from the record this 7th day of November, 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

DOCKET # 104446  
NO: 08-1355-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: OMNI CREDIT SERVICES OF S.E. FLORIDA, INC. A FLORIDA CORPORATION  
as Assignee of C1 PROFESSIONAL TRAINING CENTER

vs.

DEFENDANT: HARRY D. PRICE

**SHERIFF RETURN**

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8727042	10.00
SHERIFF HAWKINS	WELTMAN	8727042	24.00

S  
**FILED**  
01/30/08  
DEC 26 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

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

*Chester A. Hawkins*

Chester A. Hawkins  
Sheriff

**FILED**

**DEC 26 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

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

OMNI CREDIT SERVICES OF S.E.  
FLORIDA, INC. A FLORIDA CORPORATION  
as Assignee of C1 PROFESSIONAL TRAINING  
CENTER

Plaintiff No. 2008-1355 CD

vs.

HARRY D PRICE

Defendant

CLEARFIELD BANK AND TRUST COMPANY,

Garnishee,

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

WWR#06795877

FILED Atty pd. 20.00  
MAY 20 2008  
MAY 14 2008  
S 3 (C) 46 wnts to Sheriff  
William A. Shan  
Prothonotary/Clerk of Courts

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

OMNI CREDIT SERVICES OF S.E.  
FLORIDA, INC. A FLORIDA CORPORATION  
as Assignee of C1 PROFESSIONAL TRAINING  
CENTER

Plaintiff

vs.

Civil Action No. 2008-1355 CD

HARRY D PRICE

Defendant

CLEARFIELD BANK AND TRUST COMPANY,

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 HARRY D PRICE, Defendant
3. against CLEARFIELD BANK AND TRUST COMPANY, Garnishee
4. Judgment Amount \$ 13781.50

Less payments of	\$ 66.00
Interest	\$ 391.93
Costs	\$

**SUBTOTAL:** \$ 14107.43

Costs (to be added by Prothonotary): **Prothonotary costs** \$ 135.00

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

By: William T. Molczan  
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  
WWR#06795877

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

OMNI CREDIT SERVICES OF S.E.  
FLORIDA, INC. A FLORIDA CORPORATION  
as Assignee of C1 PROFESSIONAL TRAINING  
CENTER

**Plaintiff**

**No. 2008-1355 CD**

vs.

HARRY D PRICE

**Defendant**

CLEARFIELD BANK AND TRUST COMPANY  
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.**

LAWYER REFERRAL SERVICE  
PENNSYLVANIA BAR ASSOCIATION  
P.O. BOX 186  
HARRISBURG, PA 17108  
TELEPHONE NO.: 1-800-692-7375

**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):  
\_\_\_\_\_

(b)  (2) paid in cash following the sale of the property levied upon; or  
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  
1 N. Second Street, Suite 116, Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
Telephone Number: (814) 765-2641 ext. 5986

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**

**MAY 14 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

OPY

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

OMNI CREDIT SERVICES OF S.E.  
FLORIDA, INC. A FLORIDA CORPORATION  
as Assignee of C1 PROFESSIONAL TRAINING  
CENTER

Plaintiff

vs.

Civil Action No. 2008-1355 CD

HARRY D PRICE  
Defendant

CLEARFIELD BANK AND TRUST COMPANY  
Garnishee

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of CLEARFIELD BANK AND TRUST COMPANY, as garnishee, 1935 DAISY STREET EXT, 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
    - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

- (3) 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 sated

Amount due ..... \$ 14107.43

135.00 Prothonotary costs

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

Prothonotary

Deputy



DATED: 5/14/09  
WWR#06795877

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

**FILED**

OMNI CREDIT SERVICES OF S.F. FLORIDA INC.  
ASSIGNEE OF C1 PROFESSIONAL TRAINING

(Plaintiff)

CIVIL ACTION

JUN 17 2009  
07/11/2009  
William A. Shaw  
Prothonotary/Clerk of Courts  
S  
2 CIVIL TO CLEO,  
BANK & TRUST

WILLIAM T. MOLCZAN, ESQUIRE

Case No. 2008-1355 CD

WELTMAN, WEINBERG & REIS CO LLP

1400 KOPPERS BUILDING

Type Case: CIVIL

436 SEVENTH AVE.

PITTSBURGH, PA 15219

(Attorney for Plaintiff)

Interrogatories

Type of Pleading: Answers to

VS.

HARRY D. PRICE

(Defendant)

Filed on Behalf of:

Clearfield Bank & Trust Company

(Garnishee)

(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)

Lori A. Kurtz  
(Signature)

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

OMNI CREDIT SERVICES OF S.F. FLORIDA :  
INC. Assignee of C1 PROFESSIONAL TRAINING :  
PLAINTIFF :  
VS :  
HARRY D. PRICE : Case No: 2008-1355 CD  
DEFENDANT :  
AND :  
CLEARFIELD BANK & TRUST COMPANY :  
GARNISHEE(s) :

To: The Prothonotary of Clearfield County

The Clearfield Bank & Trust Company, Garnishee, 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 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 N/A.

The answer to the Plaintiff's interrogatories #8 is N/A.

Date June 11, 2009



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

FILED ICC Atty  
my 2.01m Warmbrodt  
JUL 22 2009

William A. Shaw  
Prothonotary/Clerk of Courts

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

OMNI CREDIT SERVICES OF S.E.  
FLORIDA, INC. A FLORIDA CORPORATION  
AS ASSIGNEE OF C1 PROFESSIONAL TRAINING  
CENTER

Plaintiff

No. 2008-1355-CD

vs.

PRAECIPE TO SETTLE, DISCONTINUE  
& END AS TO THE GARNISHEE  
CLEARFIELD BANK & TRUST ONLY

HARRY D PRICE

Defendant

CLEARFIELD BANK & TRUST

Garnishee

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C Warmbrodt, Esquire  
PA I.D #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#06795877

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

OMNI CREDIT SERVICES OF S.E.  
FLORIDA, INC. A FLORIDA CORPORATION  
AS ASSIGNEE OF C1 PROFESSIONAL TRAINING  
CENTER

Plaintiff

vs.

Civil Action No. 8008-1356-CJ

HARRY D PRICE

Defendant

CLEARFIELD BANK & TRUST

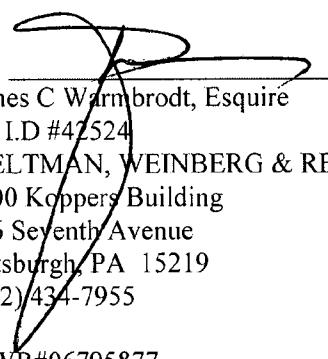
Garnishee

**PRAECIPE TO SETTLE DISCONTINUE AND END  
AS TO THE GARNISHEE, CLEARFIELD BANK & TRUST, ONLY**

TO THE PROTHONOTARY OF COUNTY:

Please kindly Settle Discontinue and End the above captioned matter as to Garnishee, CLEARFIELD BANK & TRUST, only, upon the records of the Court and mark the cost paid.

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

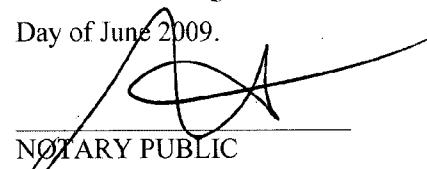
By:   
James C Warmbrodt, Esquire  
PA I.D #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

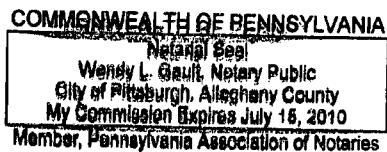
WWR#06795877

Sworn to and subscribed

Before me the 30<sup>th</sup>

Day of June 2009.

  
NOTARY PUBLIC



**FILED**

**JUL 22 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20978

NO: 08-1355-CD

PLAINTIFF: OMNI CREDIT SERVICES OF S.E. FLORIDA, INC. A FLORIDA CORPORATION AS ASSIGNEE OF C1  
PROFESSIONAL TRAINING CENTER

VS.

DEFENDANT: HARRY D. PRICE

Execution PERSONAL PROPERTY / INTERROGATORIES

**SHERIFF RETURN**

DATE RECEIVED WRIT: 5/14/2009

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 2/22/2010

**FILED**

0/9/40cm  
FEB 22 2010

(68)

William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

@ SERVED HARRY D. PRICE

DEPUTIES UNABLE TO LEVY OR SERVE, HARRY D. PRICE, DEFENDANT, AT 18 BILL ROAD, CLEARFIELD,  
CLEARFIELD COUNTY, PENNSYLVANIA DEFENDANT LIVES WITH DARLENE MAINS AT HER RESIDENCE HAS  
NOTHING OF VALUE TO LEVY.

6/9/2009 @ 1:38 PM SERVED CLEARFIELD BANK AND TRUST COMPANY

SERVED CLEARFIELD BANK AND TRUST COMPANY, GARNISHEE, BY HANDING TO BARBARA GIUFFRE,  
PERSON IN CHARGE AT HER PLACE OF EMPLOYMENT CB&T, 1935 DAISY STREET EXT., CLEARFIELD,  
CLEARFIELD COUNTY, PENNSYLVANIA

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE.

@ SERVED

NOW, FEBRUARY 22, 2010 RETURN WRIT AS NOTHING TO LEVY; TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20978

NO: 08-1355-CD

PLAINTIFF: OMNI CREDIT SERVICES OF S.E. FLORIDA, INC. A FLORIDA CORPORATION AS ASSIGNEE OF C1  
PROFESSIONAL TRAINING CENTER

vs.

DEFENDANT: HARRY D. PRICE

Execution PERSONAL PROPERTY / INTERROGATORIES

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$52.61

SURCHARGE \$30.00 PAID BY ATTORNEY

So Answers,

*Chester Hawkins*  
By *Cynthia Butler-Chephalos*  
Chester A. Hawkins  
Sheriff

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

OMNI CREDIT SERVICES OF S.E.  
FLORIDA, INC. A FLORIDA CORPORATION  
as Assignee of C1 PROFESSIONAL TRAINING  
CENTER

Plaintiff

vs.

Civil Action No. 2008-1355 CD

HARRY D PRICE  
Defendant

CLEARFIELD BANK AND TRUST COMPANY  
Garnishee

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

(1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;  
(2) You are also directed to attach the property of the defendant not levied upon in the possession of  
CLEARFIELD BANK AND TRUST COMPANY, as garnishee, 1935 DAISY STREET EXT,  
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  
ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts  
shall not be subject to levy and attachment as determined by the executing officer. The  
funds shall be set aside pursuant to the defendant's general exemption provided in 42  
Pa.C.S. § 8123.

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 sated

Amount due ..... \$ 14107.43

135.00 Prothonotary costs

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

Prothonotary

  
Deputy

DATED: 5/14/09  
WWR#06795877

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME HARRY D. PRICE

NO. 08-1355-CD

NOW, February 20, 2010, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Harry D. Price to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR SERVICE	9.00
MILEAGE	2.00
LEVY	
MILEAGE	
POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	0.61
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	9.00
ADD'L POSTING	
ADD'L MILEAGE	3.00
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	9.00
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$52.61</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

	DEBT-AMOUNT DUE	13,781.50
	INTEREST @ %	0.00
	FROM TO	
PROTH SATISFACTION		
LATE CHARGES AND FEES		
COST OF SUIT-TO BE ADDED		
FORECLOSURE FEES		
ATTORNEY COMMISSION		
REFUND OF ADVANCE		
REFUND OF SURCHARGE		30.00
SATISFACTION FEE		
ESCROW DEFICIENCY		
PROPERTY INSPECTIONS		
INTEREST		391.93
MISCELLANEOUS		(66.00)
<b>TOTAL DEBT AND INTEREST</b>		<b>\$14,325.04</b>

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	52.61
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$187.61</b>
<b>TOTAL COSTS</b>	<b>\$14,325.04</b>

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

**FILED**

**FEB 22 2010**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED <sup>10</sup>

JUN 14 2010  
6/12/10/w  
William A. Shaw  
Prothonotary/Clerk of Courts  
Court of Common Pleas  
to SHER

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

OMNI CREDIT SERVICES OF SOUTHEASTERN FLORIDA

Plaintiff No. 2008-1355-CD

vs. PRAECIPE TO REISSUE AND AMEND WRIT OF  
EXECUTION  
(LEVY ONLY)

HARRY D PRICE

Defendants

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#06795877

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION  
OMNI CREDIT SERVICES OF SOUTHEASTERN FLORIDA

Plaintiff

vs.

Civil Action No. 2008-1355-CD

HARRY D PRICE

Defendants

**PRAECIPE TO REISSUE AND AMEND 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 HARRY D PRICE, Defendant

3. Judgment Amount \$ 13,781.50

Interest \$ 1,300.39

Costs \$

**SUBTOTAL:** Prothonotary costs \$ 15,081.89

Costs (to be added by Prothonotary): \$

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#06795877

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

OMNI CREDIT SERVICES OF SOUTHEASTERN FLORIDA  
Plaintiff

vs.

Civil Action No. 2008-1355-CD

HARRY D PRICE  
Defendant

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

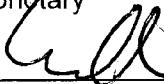
To satisfy the judgment, interest and costs against: **Error! Reference source not found.**  
Defendant(s);

- (1) You are also directed to attach the property of the defendant not levied upon in the possession of N/A, as garnishee, N/A 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 ..... \$ 15,081.89

Costs to be added..... \$ Prothonotary costs 142.00

Prothonotary

  
Deputy

DATED: 6-14-10

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

OMNI CREDIT SERVICES OF SOUTHEASTERN FLORIDA

**Plaintiff**

**No. 2008-1355-CD**

vs.

HARRY D PRICE

**Defendant**

**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.**

LAWYER REFERRAL SERVICE  
PENNSYLVANIA BAR ASSOCIATION  
P.O. BOX 186  
HARRISBURG, PA 17108  
TELEPHONE NO.: 1-800-692-7375

**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  
1 N. Second Street, Suite 116, Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
Telephone Number: (814) 765-2641 ext. 5986

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21197  
NO. 08-1355-CD

PLAINTIFF: OMNI CREDIT SERVICES OF SOUTHEASTERN FLORIDA  
VS.  
DEFENDANT: HARRY D. PRICE

Execution PERSONAL PROPERTY

**SHERIFF RETURN**

DATE RECEIVED WRIT: 6/14/2010

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 2/28/2011

**FILED**

01/19/2011  
FEB 28 2011

William A. Short  
Prothonotary/Clerk of Courts  
*WM*

**DETAILS**

@ SERVED HARRY D. PRICE

DEPUTIES UNABLE TO LEVY DEFENDANT OWNED NOTHING OF VALUE TO LEVY.

@ SERVED

NOW, SEPTEMBER 15, 2010 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CLOSE THE WRIT.

@ SERVED

NOW, FEBRUARY 28, 2011 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21197  
NO: 08-1355-CD

PLAINTIFF: OMNI CREDIT SERVICES OF SOUTHEASTERN FLORIDA  
vs.  
DEFENDANT: HARRY D. PRICE

Execution PERSONAL PROPERTY

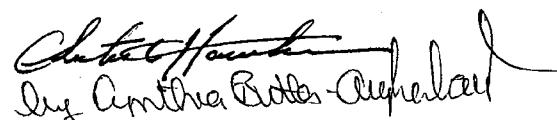
SHERIFF RETURN

---

SHERIFF HAWKINS \$31.00

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

  
by Antitha Butts-Auerbach  
Chester A. Hawkins  
Sheriff

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

OMNI CREDIT SERVICES OF SOUTHEASTERN FLORIDA

Plaintiff No. 2008-1355-CD

vs. PRAECIPE TO REISSUE AND AMEND WRIT OF  
EXECUTION  
(LEVY ONLY)

HARRY D PRICE

Defendants

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#06795877

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

JUN 14 2010

Attest.

*William J. Blawie*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION  
OMNI CREDIT SERVICES OF SOUTHEASTERN FLORIDA

Plaintiff

vs.

Civil Action No. 2008-1355-CD

HARRY D PRICE

Defendants

**PRAECIPE TO REISSUE AND AMEND 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 HARRY D PRICE, Defendant
3. Judgment Amount

\$ 13,781.50

Interest \$ 1,300.39

Costs \$

**SUBTOTAL:** Prothonotary costs \$ 15,081.89

Costs (to be added by Prothonotary): \$ \_\_\_\_\_

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#06795877

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

OMNI CREDIT SERVICES OF SOUTHEASTERN FLORIDA  
Plaintiff

vs.

Civil Action No. 2008-1355-CD

HARRY D PRICE  
Defendant

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: **Error! Reference source not found.**  
Defendant(s):

(1) You are also directed to attach the property of the defendant not levied upon in the possession of N/A, as garnishee, N/A 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 ..... \$ 15,081.89

Costs to be added..... \$ Prothonotary costs \$ 142.00

Prothonotary

*LL*

Deputy

DATED: 6-14-10

*Clearfield County Sheriff's Office*  
Received this writ this 14th day  
of June A.D. 2010  
At 10:00 A.M. (P.M.)

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

OMNI CREDIT SERVICES OF SOUTHEASTERN FLORIDA

Plaintiff

No. 2008-1355-CD

vs.

HARRY D PRICE

Defendant

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.**

LAWYER REFERRAL SERVICE  
PENNSYLVANIA BAR ASSOCIATION  
P.O. BOX 186  
HARRISBURG, PA 17108  
TELEPHONE NO.: 1-800-692-7375

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  
1 N. Second Street, Suite 116, Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
Telephone Number: (814) 765-2641 ext. 5986

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.

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME HARRY D. PRICE

NO. 08-1355-CD

NOW, February 26, 2011, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Harry D. Price to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR SERVICE	9.00
MILEAGE LEVY	2.00
MILEAGE POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$31.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

	DEBT-AMOUNT DUE	13,781.50
	INTEREST @ %	0.00
	FROM TO	
PROTH SATISFACTION		
LATE CHARGES AND FEES		
COST OF SUIT-TO BE ADDED		
FORECLOSURE FEES		
ATTORNEY COMMISSION		
REFUND OF ADVANCE		
REFUND OF SURCHARGE		20.00
SATISFACTION FEE		
ESCROW DEFICIENCY		
PROPERTY INSPECTIONS		
INTEREST		1,300.39
MISCELLANEOUS		
<b>TOTAL DEBT AND INTEREST</b>		<b>\$15,274.89</b>

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	31.00
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$173.00</b>
<b>TOTAL COSTS</b>	<b>\$15,274.89</b>

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

## WELTMAN, WEINBERG &amp; REIS CO., L.P.A.

## ATTORNEYS AT LAW

1400 Koppers Bldg., 436 7<sup>th</sup> Ave.  
Pittsburgh, PA 15219  
Main Phone: 412 434-7955  
Fax Number: 412 434-7959  
[www.weltman.com](http://www.weltman.com)

## Fax Transmittal

Date: 9/15/2010 No. of Pages: 1

To: CLEARFIELD COUNTY SHERIFF Fax Number: 814.765.5915

From: Samantha Direct Line: 412 338 7126

## Comments

Caption:OMNI CREDIT SERVICES OF SOUTHEASTER FLORIDA v. HARRY D PRIC Docket Number: 2008-1355-

CD WWR Number:6795877

Please close this writ out in your office. Should you have any questions or concerns, please do not hesitate to contact me. Funds were not received on this case. Thank you very much for your immediate attention to this matter.



## CONFIDENTIALITY NOTICE

Cincinnati, OH • Cleveland, OH • Columbus, OH • Detroit, MI • Mount Holly, NJ • Philadelphia, PA  
The documents accompanying this telexopy transmission contain confidential information belonging to the sender which is legally privileged. This information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that disclosure, copying, distribution or the taking of any action in reliance on the contents of this telexopy information is strictly prohibited. If you have received this telexopy in error, please immediately notify us by telephone to arrange for return of the original documents to us.

*S*  
FILED pd \$20.00  
m 2:42pm Atty  
MAR 10 2014 rec'd 1 wirt to  
Atty  
BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS  
6cc &  
writs to  
Shfl

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

OMNI CREDIT SERVICES OF S.E. FLORIDA, INC.  
A FLORIDA CORPORATION AS ASSIGNEE OF  
CI PROFESSIONAL TRAINING CENTER

Plaintiff No. 2008-1355-CD

vs.

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

HARRY D PRICE  
Defendant(s)

CNB BANK  
Garnishee(s)

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James P. Valecko, Esquire  
PA I.D. #79596  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 7<sup>th</sup> Avenue, Suite 1400  
Pittsburgh, PA 15219  
(412) 434-7955

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

OMNI CREDIT SERVICES OF S.E. FLORIDA, INC.  
A FLORIDA CORPORATIONAS ASSIGNEE OF  
CI PROFESSIONAL TRAINING CENTER

Plaintiff

vs.

Civil Action No. 2008-1355-CD

HARRY D PRICE  
Defendant(s)

CNB BANK  
Garnishee(s)

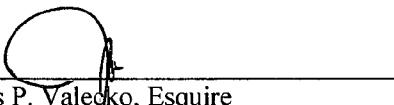
**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

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

1.	directed to the Sheriff of CLEARFIELD County:	
2.	against HARRY D PRICE , Defendant	
3.	against CNB BANK, , , Garnishee	
4.	Judgment Amount	\$ 13,781.50
	Less payments/credits received	\$ 66.00
	Interest	\$ 4,399.53
	Costs	\$
	<b>SUBTOTAL:</b>	\$ 18,115.03
	Costs (to be added by Prothonotary):	\$ _____

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

By: 

James P. Valecko, Esquire

PA I.D. #79596

WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 7<sup>th</sup> Avenue, Suite 1400  
Pittsburgh, PA 15219  
(412) 434-7955

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

OMNI CREDIT SERVICES OF S.E. FLORIDA, INC.  
A FLORIDA CORPORATIONAS ASSIGNEE OF  
CI PROFESSIONAL TRAINING CENTER

Plaintiff

vs.

Civil Action No. 2008-1355-CD

HARRY D PRICE  
Defendant(s)

CNB BANK  
Garnishee(s)

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: HARRY D PRICE Defendant(s);  
You are also directed to attach the property of the defendant not levied upon in the possession of CNB BANK; ; ,  
AS GARNISHEE, 1 S SECOND ST 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 ..... \$ 18,115.03

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

Prothonotary costs \$162.00

Prothonotary

*Birk. Spode*

DATED: March 10, 2004

Um  
Deputy

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

OMNI CREDIT SERVICES OF S.E. FLORIDA, INC.  
A FLORIDA CORPORATION AS ASSIGNEE OF  
CI PROFESSIONAL TRAINING CENTER

Plaintiff

vs.

Civil Action No. 2008-1355-CD

HARRY D PRICE  
Defendant(s)

CNB BANK  
Garnishee(s)

**WRIT OF EXECUTION  
NOTICE**

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

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

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

You should come to court when and where you are told to appear ready to explain your exemption. IF YOU DO NOT COME TO COURT AND PRACTICE 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  
m 12:40 am  
MAR 10 2014  
BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS  
(JM)

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

OMNI CREDIT SERVICES OF S.E. FLORIDA, INC.  
A FLORIDA CORPORATION AS ASSIGNEE OF  
CI PROFESSIONAL TRAINING CENTER

Plaintiff

vs.

Civil Action No. 2008-1355-CD

HARRY D PRICE  
Defendant(s)

CNB BANK  
Garnishee(s)

INTERROGATORIES IN ATTACHMENT

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James P. Valecko, Esquire  
PA I.D. #79596  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 7<sup>th</sup> Avenue, Suite 1400  
Pittsburgh, PA 15219  
(412) 434-7955

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

OMNI CREDIT SERVICES OF S.E. FLORIDA, INC.  
A FLORIDA CORPORATIONAS ASSIGNEE OF  
CI PROFESSIONAL TRAINING CENTER

Plaintiff

vs.

Civil Action No. 2008-1355-CD

HARRY D PRICE  
Defendant(s)

CNB BANK  
Garnishee(s)

TO: CNB BANK, 1 S SECOND ST, CLEARFIELD, PA 16830

RE: HARRY D PRICE , 18 BILL RD, CLEARFIELD, PA 16830

Suggested Reference No.:        XXX-XX-1420  
                                      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: 

James P. Valecko, Esquire  
PA I.D. #79596

WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 7<sup>th</sup> Avenue, Suite 1400  
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 3/13/14

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1355-CD

OMNI CREDIT SERVICES OF S.E. FLORIDA, INC. a Florida Corporation as assignee

vs

HARRY D. PRICE

TO: CNB BANK, Garnishee

SERVICE # 1 OF 2

WRIT OF EXECUTION, INTERROGATORIES

SERVE BY: 06/08/2014

RUSH

HEARING:

PAGE: 111618

WB  
FILED

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

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

S MAR 21 2014  
0/4/03/16  
BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

SHERIFF'S RETURN

NOW, 3-13-14 AT 1:11 AM/PM SERVED THE WITHIN

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

BY HANDING TO Aleshia McElwee, Manager

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

ADDRESS SERVED 1 S. 2nd st. Clearfield Pa  
( Residence) ( Employment) ( Sheriff's Office) ( Other)

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

WRIT OF EXECUTION, INTERROGATORIES 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 \_\_\_\_\_

So Answers: WESLEY B THURSTON, SHERIFF

SWORN TO BEFORE ME THIS

BY:

S. Knepp  
Deputy, Signature

S. Knepp  
Print Deputy Name

DAY OF 2014

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 111618

2 of 2

OMNI CREDIT SERVICES OF S.E. FLORIDA, INC.  
vs  
HARRY D. PRICE  
TO: CNB BANK, Garnishee

NO. 08-1355-CD  
WRIT OF EXECUTION/  
INTERROGATORIES TO  
GARNISHEE

**SHERIFF'S RETURN**

NOW MARCH 17, 2014 MAILED THE WITHIN:  
PRAECIPE, WRIT, WRIT NOTICE, CLAIM FOR EXEMPTION & INTERROGATORIES  
TO: HARRY D. PRICE  
AT: 18 BILL RD., CLEARFIELD, PA 16830  
IN THE S.A.S.E.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 111618  
NO: 08-1355-CD  
SERVICES 2  
WRIT OF EXECUTION, INTERROGATORIES

PLAINTIFF: OMNI CREDIT SERVICES OF S.E. FLORIDA, INC. a Florida Corporation as assignee  
vs.  
DEFENDANT: HARRY D. PRICE  
TO: CNB BANK, Gamishee

**SHERIFF RETURN**

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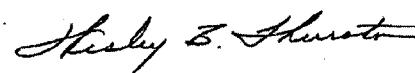
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	11519683	20.00
SHERIFF THURSTON	WELTMAN	11519683	26.50

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2014



WESLEY B. THURSTON  
Sheriff

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

MAR. 10 2014

A TRUE COPY

ATTEST:

*B.K. Sause*

PROTHONOTARY-CLERK

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

OMNI CREDIT SERVICES OF S.E. FLORIDA, INC.  
A FLORIDA CORPORATION AS ASSIGNEE OF  
CI PROFESSIONAL TRAINING CENTER

Plaintiff

No. 2008-1355-CD

vs.

PRAECIPE FOR WRIT OF EXECUTION  
(BANK ATTACHMENT ONLY)

HARRY D PRICE  
Defendant(s)

CNB BANK

Garnishee(s)

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James P. Valecko, Esquire  
PA I.D. #79596  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 7<sup>th</sup> Avenue, Suite 1400  
Pittsburgh, PA 15219  
(412) 434-7955

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

OMNI CREDIT SERVICES OF S.E. FLORIDA, INC.  
A FLORIDA CORPORATION AS ASSIGNEE OF  
CI PROFESSIONAL TRAINING CENTER

Plaintiff

vs.

Civil Action No. 2008-1355-CD

HARRY D PRICE  
Defendant(s)

CNB BANK  
Garnishee(s)

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

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

1. directed to the Sheriff of CLEARFIELD County:
2. against HARRY D PRICE, Defendant
3. against CNB BANK, , , Garnishee
4. Judgment Amount

\$ \$13,781.50

Less payments/credits received \$ \$66.00

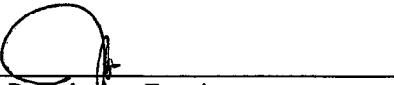
Interest \$ \$4,399.53

Costs \$

**SUBTOTAL:** \$ \$18,115.03

Costs (to be added by Prothonotary): \$ \_\_\_\_\_

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

By: 

James P. Valecko, Esquire

PA I.D. #79596

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

436 7<sup>th</sup> Avenue, Suite 1400

Pittsburgh, PA 15219

(412) 434-7955

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

OMNI CREDIT SERVICES OF S.E. FLORIDA, INC.  
A FLORIDA CORPORATION AS ASSIGNEE OF  
CI PROFESSIONAL TRAINING CENTER

Plaintiff

vs.

Civil Action No. 2008-1355-CD

HARRY D PRICE  
Defendant(s)

CNB BANK  
Garnishee(s)

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: HARRY D PRICE Defendant(s);  
You are also directed to attach the property of the defendant not levied upon in the possession of CNB BANK; ; ,  
AS GARNISHEE, 1 S SECOND ST 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

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 ..... \$ \$18,115.03

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

Prothonotary costs \$162.00

Prothonotary

*Birk. Spur*  
Lm

Received this 11 day  
of March 2014  
A.D. 3:00 P.M.  
At 3:00  
Sheriff Wesley B. Thurston  
(2)

Wesley B. Thurston  
Sheriff Wesley B. Thurston  
By Maury Brown

DATED: March 10, 2014

Deputy

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

OMNI CREDIT SERVICES OF S.E. FLORIDA, INC.  
A FLORIDA CORPORATION AS ASSIGNEE OF  
CI PROFESSIONAL TRAINING CENTER

Plaintiff

vs.

Civil Action No. 2008-1355-CD

HARRY D PRICE  
Defendant(s)

CNB BANK  
Garnishee(s)

**WRIT OF EXECUTION  
NOTICE**

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

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

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

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

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

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

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

**CLAIM FOR EXEMPTION**

**TO THE SHERIFF:**

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

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

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

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

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

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

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

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

Social Security benefits on deposit in the amount of \$

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

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

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

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

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

**THIS CLAIM TO BE FILED WITH:**

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

OMNI CREDIT SERVICES OF S.E. FLORIDA : No. 2008-1355  
INC. A FLORIDA CORPORATION AS :  
ASSIGNEE OF CI PROFESSIONAL TRAINING :  
CENTER :  
Plaintiff :  
VS. :  
HARRY D. PRICE, :  
Defendant :  
And :  
CNB BANK, :  
Garnishee(s) :  
BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS  
*6K*

*S*  
**FILED**  
O 10:14 a.m. GL  
**MAR 21 2014** NO CC

**GARNISHEE CNB BANK'S CERTIFICATE OF SERVICE**

I, Peter F. Smith, attorney for CNB Bank, in the above-captioned matter, hereby certify that I served the Answers to Interrogatories filed in this matter on the Attorney for the Plaintiff by U. S. First Class Mail and a true and correct copy of the Answers to Interrogatories on the Defendant by U.S. Certified Mail as follows:

**U. S. FIRST CLASS MAIL**

James P. Valecko, Esquire  
Weltman, Weinberg & Reis Co., L.P.A.  
436 7<sup>th</sup> Avenue, Suite 1400  
Pittsburgh, PA 15219

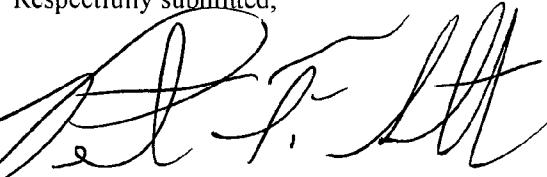
**CERTIFIED MAIL &  
FIRST CLASS MAIL**

Harry D. Price  
18 Bills Road  
Clearfield, PA 16830

Date:

*3/20/14*

Respectfully submitted,



Peter F. Smith, Esquire  
Attorney for the Garnishee  
P.O. Box 130, 30 South Second Street  
Clearfield, PA 16830  
(814) 765-5595

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

BY: James P Valecko, Esquire  
I.D. No. 79596  
436 Seventh Avenue, Suite 1400  
Pittsburgh, PA 15219  
Phone: 412.434.7955  
Fax: 412.434.7959  
File # 6795877

**Attorney for Plaintiff(s)**

OMNI CREDIT SERVICES OF S.E.  
FLORIDA, INC A FLORIDA CORPORATION  
AS ASSIGNEE OF C1 PROFESSIONAL TRAINING CENTER

Clearfield County  
Court of Common Pleas

vs.

HARRY D PRICE

NO. 2008-1355-CD

and

CNB BANK

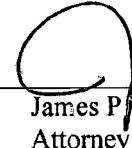
Garnishee(s)

**PRAECIPE TO DISCONTINUE ATTACHMENT EXECUTION**

TO THE PROTHONOTARY:

Kindly marked the above matter discontinued and ended as to Garnishee(s), CNB BANK,  
only.

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

By 

James P. Valecko Esquire  
Attorney for Plaintiff

*S*  
**FILED** *Q/S*

APR 04 2014

BRIAN K. *Q/S*  
PROTHONOTARY

*M/9:28am/3/15*  
*cc Atty Valecko*

**FILED**

**APR 04 2014**

**BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS**