

08-1372-CD
Capital One vs Jack Lee al

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

CAPITAL ONE BANK (USA), N.

Plaintiff

No: 08-1372-CD

vs.

COMPLAINT IN CIVIL ACTION

JACK LEE
AKA JACK E LEE

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06685507 C N Pit IAS

FILED Atty pd. \$95.00
Mh:06/21/2008
JUL 28 2008
KCC Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), N.

Plaintiff
vs. Civil Action No

JACK LEE
AKA JACK E LEE

Defendant

COMPLAINT AND NOTICE TO DEFEND

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

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

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

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

COMPLAINT

1. Plaintiff, CAPITAL ONE BANK (USA), N. is a corporation with offices at 15000 CAPITAL ONE DRIVE RICHMOND , VA 23238 .

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

JACK LEE
211 COVERED BRIDGE RD
MAHAFFEY, PA 15757

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXX1112 .

4. Defendant made use of said credit card and has a current balance due of \$7691.29 , as of June 04, 2008 .

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

6. Plaintiff is entitled to the addition of interest at the rate of 20.800% per annum on the unpaid balance from June 04, 2008 . A copy of Plaintiff's STATEMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

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

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , JACK LEE , INDIVIDUALLY , in the amount of \$7691.29 with continuing interest thereon at the rate of 20.800% per annum from June 04, 2008 plus costs.


James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 424-7955
FAX: 412-338-7130
06685507 C N Pit IAS

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.

Find a lower price and we'll match it **PLUS** take an additional 10% off!



Everyday Low Prices Guaranteed at Lowe's®

*We guarantee our everyday competitive prices. If you find a lower everyday or advertised price on an identical stock item at any local retail competitor that has the item in stock, we'll beat their price by 10% when you buy from us. Just bring us the competitor's current ad, or we'll call to verify the item's price that you have found. Cash/charge card and carry purchases only. Competitor's closeout, special order, discontinued, clearance, liquidation and damaged items are excluded from this offer. On percent off sales, we will match the competitor's percent off offer. Limited to reasonable quantities for homeowner and one-house order quantities for cash and carry contractors. Current in-store price, if lower, overrides Lowe's advertised price. Price guarantee honored at all Lowe's retail locations. Labor charges for product installation are excluded from our price guarantee offer in our stores with an Installed Sales Program. Visit store for complete details.



Account Summary	
Previous Balance	\$5,818.75
Payments, Credits and Adjustments	\$10.00
Transactions	\$35.00
Finance Charges	\$103.53
New Balance	\$5,947.28
Minimum Amount Due	\$5,947.28
Payment Due Date	March 10, 2007
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$5,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-508-2520

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 70884
Charlotte, NC 28272-0884

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

PLATINUM VISA ACCOUNT

4305-9826-3194-1112

JAN 11 - FEB 10, 2007

Page 1 of 1

Payments, Credits and Adjustments

1	15 JAN	PAYMENT RECEIVED - THANK YOU	\$10.00-
---	--------	------------------------------	----------

Transactions

2	10 FEB	PAST DUE FEE	\$35.00
---	--------	--------------	---------

Please note that your payment due date may be temporarily changed next month. Please make any necessary adjustments for sending in your payments to us. We apologize for any inconvenience and appreciate your business.

You were assessed a past due fee of \$35.00 on 02/10/2007 because your minimum payment was not received by the due date of 02/10/2007. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

EXHIBIT

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$3,672.32	.05699% D	20.80%	\$64.88
CASH	\$2,187.66	.05699% D	20.80%	\$38.65

ANNUAL PERCENTAGE RATE applied this period

20.80%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4305982631941112 10 5947280010005947284

New Balance \$5,947.28
Minimum Amount Due \$5,947.28
Payment Due Date March 10, 2007
Total enclosed \$
Account Number: 4305-9826-3194-1112

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

Street	Ap#	
City	State	ZIP
Home Phone	Alternate Phone	@
Email Address		

000039
000039

#9004280688824163# MAIL ID NUMBER
JACK LEE
211 COVERED BRIDGE RD
MAHAFFEY PA 15757-6219

Lowe's is not affiliated with Capital One and Capital One does not provide, endorse, or guarantee any product or service shown here.

108012 0700
39
2

1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new other charges that post to the purchase segment of your account, and new promotional purchases (special purchases) that post to the special purchase segment of your account; if the New Balance less promotional purchase balances not yet expired, on your previous statement was zero or if you pay the total New Balance on your monthly billing statement in full, less promotional purchases (purchases that have not expired, prior to the following statement closing date) (this is the grace period on new purchases.) "New Balance" is the previous statement balance less payments, credits and other adjustments posted to your account during the current billing period plus new purchases, balance transfers, special purchases, cash advances, fees and other charges posted to your account during the current billing period, less the grace period on cash advances, and special transfers. See the Promotional Financing section below for further details on accruing finance charge for promotional purchases.

b. **Accruing Finance Charge.**

Transactions which are not subject to a grace period are assessed finance charge: 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the transaction is paid in full. In this case, the previous month's unpaid finance charges are added to the applicable segment of your Account. (See the Promotional Financing section below for further details on accruing finance charge for promotional purchases.)

c. **Promotional Financing (if applicable to your account).**

Finance charge on promotional purchases not yet expired will be deferred until the end of each respective promotional period. If your account charges off due to serious delinquency or default, finance charge will no longer be deferred and will be responsible for the entire unpaid balance. You may need to pay a deferred finance charge on your promotional purchases if you pay off your promotional purchases in full by the payment due date for the billing cycle in which each promotional period expires. All payments made to your account will be applied in the following order: fees, finance charge that is not deferred, promotional purchases that post to the purchase segment in order of expiration date. You may opt to change this order. If you so choose, payments will be applied in the following order: fees, finance charge that is not deferred, promotional purchases in order of expiration date, cash advances, then purchases.

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

e. **Waiver of Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. **Average Daily Balance (including New Purchases).**

Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase)

by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. At the end of the billing period, we add up the results of these daily periodic rates to give you a periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and new periodic finance charges calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if your account qualifies for a grace period in either the purchase or cash advance segment, no periodic finance charges on transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, we take your average daily balance by the daily periodic rate and round to the nearest day in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

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

a. The term "Annual Percentage Rate" may appear as APR or APY on the front of this statement. b. If the code D (Prime) or F (1-mo. LIBOR) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the amount previously disclosed to you. These changes will be effective on the first day of the billing period each month.

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

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee removed to your account by calling our Customer Relations Department. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **Special Rule For Credit Card Purchases.** You may close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a change of authorization to respect your request. Additionally, you account will be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether

they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has been closed. For example, if you authorize purchases from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a merchant fee on your account, the merchant will continue to be charged to the extent payment is by law until the account balance has been paid in full as defined above.

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

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

BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need information on a transaction bill, write to us on a separate sheet of paper as possible the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but do not send us a letter to your name. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. Do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the part of the bill that is not in question. When we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

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

† Does not apply to non-credit card accounts

Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One. O1LPROBK

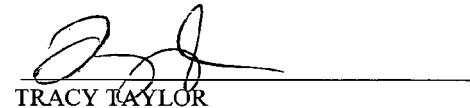
VERIFICATION

CAPITAL ONE BANK (USA), N.A.

vs

LEE, JACK

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



TRACY TAYLOR



Notary Public

4305982631941112
A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

Uvonda S. Brooks
Notary Public
Douglas County, Georgia
My Commission Expires
February 29, 2012

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1372-CD

CAPITAL ONE BANK (USA) N.

VS

JACK LEE aka JACK E. LEE

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 08/27/2008

HEARING:

PAGE: 104461

DEFENDANT: JACK LEE aka JACK E. LEE
ADDRESS: 211 COVERED BRIDGE RD.
MAHAFFEY, PA 15757

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

7-30-08-10:00 AM - 10/1/08
7-31-08-9:33 AM - 10/1/08

FILED

08:30 AM

AUG 05 2008

William A. Shaw
Prothonotary/Clerk of Courts
OCCUPIED

SHERIFF'S RETURN

NOW, 8-4-08 AT 3:04 AM / PM SERVED THE WITHIN

COMPLAINT ON JACK LEE aka JACK E. LEE, DEFENDANT

BY HANDING TO Jack Lee

Def.

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

ADDRESS SERVED STATE ST., CRAWFORDSVILLE, PA
I.G. A. PARKING LOT

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR JACK LEE aka JACK E. LEE

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO JACK LEE aka JACK E. LEE

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis
Deputy Signature
James E. Davis
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104461
NO. 08-1372-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK (USA) N.
VS.
DEFENDANT: JACK LEE aka JACK E. LEE

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3482340	10.00
SHERIFF HAWKINS	WELTMAN	3482340	76.50

5
FILED
02:30pm
DEC 26 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of _____ 2008



Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK (USA) ,NA

Plaintiff No. 08-1372-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

JACK LEE AKA
JACK E LEE

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#6685507
Judgment Amount \$ 8660.92

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

FILED ICC Notice
M 12:54 PM to Def.
MAR 26 2009 Atty pd 20.00
S William A. Shaw
Prothonotary/Clerk of Courts (60)

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

CAPITAL ONE BANK (USA) ,NA

Plaintiff

vs.

Civil Action No. 08-1372-CD

JACK LEE AKA
JACK E LEE

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, JACK LEE AKA
JACK E LEE above named, in the default of an Answer, in the amount of \$8660.92 computed as follows:

Amount claimed in Complaint	\$7691.29
Interest from JUNE 4, 2008 TO MARCH 12, 2009 at the legal interest rate of 20.800% per annum	\$969.63
TOTAL	\$8660.92

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

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

By: William T. Molczan
WILLIAM T. MOLCZAN, ESQUIRE
PA I.D.#47437
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#6685507

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And that the last known address of the Defendant is: 211 COVERED BRIDGE RD, MAHAFFEY, PA 15757

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

COPY

CAPITAL ONE BANK (USA) ,NA

Plaintiff

vs.

Civil Action No. 08-1372-CD

JACK LEE AKA
JACK E LEE

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff

Defendant

Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on 3/26/09

Assumpsit Judgment in the amount
of \$8660.92 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: Weltman

PROTHONOTARY (OR DEPUTY)

JACK LEE
211 COVERED BRIDGE RD
MAHAFFEY, PA 15757

Plaintiff's address is:

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

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

CAPITAL ONE BANK (USA) ,NA

Case no: 08-1372-CD

Plaintiff
vs.
NON-MILITARY AFFIDAVIT

JACK LEE AKA
JACK E LEE

Defendant

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

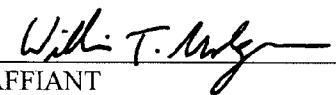
That he/she is the duly authorized agent of the Plaintiff in the within matter.

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.

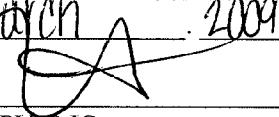
Affiant further states that based upon investigation it is the affiant's belief that the Defendant, JACK LEE AKA
JACK E LEE is not in the military service.

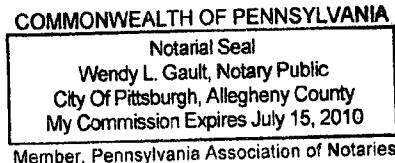
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, JACK LEE AKA
JACK E LEE is not in the military service.

Further Affiant sayeth naught.


AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 13 day
of March, 2009.


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 CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK (USA),NA

Plaintiff

Case No. 08-1372-CD

vs.

JACK LEE
AKA JACK E LEE

Defendant

IMPORTANT NOTICE

TO:

JACK LEE
211 COVERED BRIDGE RD
MAHAFFEY, PA 15757

Date of Notice: 2/19/09

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 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
SECOND & MARKET STREETS
CLEARFIELD, PA. 16830
(814) 765-2641, EXT 50-51

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

By: Matthew Urban

P.A.I.D.# 90963

WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, 1400 Koppers Building
Pittsburgh, PA 15219
Phone: (412) 434-7955
6685507 N PIT KM3

Department of Defense Manpower Data Center

MAR-12-2009 05:29:43



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
LEE	JACK		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

FILED (R)

APR 12 2010

4 12:55/4
William A. Shaw
Prothonotary/Clerk of Courts

ISSUED 6/1/2010

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

CAPITAL ONE BANK (USA), NA

Plaintiff No. 08-1372-CD

vs.

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

JACK LEE

Defendant

FIRST COMMONWEALTH BANK,

Garnishee,

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#06685507

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

Plaintiff

vs.

Civil Action No. 08-1372-CD

JACK LEE

Defendant

FIRST COMMONWEALTH BANK,

Garnishee

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

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

1. directed to the Sheriff of CLEARFIELD County:
2. against JACK LEE, Defendant
3. against FIRST COMMONWEALTH BANK, Garnishee
4. Judgment Amount \$ 8,660.92

Interest \$ 529.62

Costs \$

SUBTOTAL: \$ 9,190.54

Costs (to be added by Prothonotary): \$

Prothonotary costs

\$135.00
WELTMAN, WEINBERG & REIS CO., L.P.A.

By: _____
Matthew D. Urban, Esquire
PA I.D. #90963

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

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

CAPITAL ONE BANK (USA), NA
Plaintiff

vs.

Civil Action No. 08-1372-CD

JACK LEE
Defendant

FIRST COMMONWEALTH BANK
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: JACK LEE Defendant(s);

- (1) You are also directed to attach the property of the defendant not levied upon in the possession of FIRST COMMONWEALTH BANK, as garnishee, 14303 Clearfield Shawville Highway 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.
- (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 \$ 9,190.54

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

Prothonotary costs **135--**

Prothonotary



Deputy

DATED: 4-12-10
WWR#06685507

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

CAPITAL ONE BANK (USA), NA

Plaintiff

No. 08-1372-CD

vs.

JACK LEE

Defendant

FIRST COMMONWEALTH BANK

Garnishee

WRIT OF EXECUTION
NOTICE

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

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

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

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

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

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
CIVIL DIVISION

CAPITAL ONE BANK (USA), NA

Plaintiff No. 08-1372-CD

vs.

INTERROGATORIES IN ATTACHMENT FIRST COMMONWEALTH BANK

JACK LEE

Defendant

and

FIRST COMMONWEALTH BANK

Garnishee

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Matthew D. Urban, Esquire
PA I.D. #90963
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06685507

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No.: 08-1372-CD

JACK LEE
Defendant

and

FIRST COMMONWEALTH BANK
Garnishee

TO: FIRST COMMONWEALTH BANK
14303 Clearfield Shawville Highway
Clearfield , PA 16830

Suggested Reference No.: XXX-XX-5106

RE: JACK LEE
**211 COVERED BRIDG RD
MAHAFFEY, PA 15757**

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 entity electronically depositing those funds on a recurring basis.

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

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

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

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

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

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

By: _____

Matthew D. Urban, Esquire
PA I.D. #90963

WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06685507

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)

4-14-10

0

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1372-CD

CAPITAL ONE BANK (USA), NA

vs

JACK LEE

TO: First Commonwealth Bank, Garnishee

SERVICE # 1 OF 2

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 07/11/2010 ASAP HEARING: PAGE: 106974

DEFENDANT: FIRST COMMONWEALTH BANK, Garnishee
ADDRESS: 14303 CLEARFIELD SHAWVILLE HWY.
CLEARFIELD, PA 16830

FILED

6/3/2010

APR 16 2010

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

William A. Shaw
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, This 16th April 2010 AT 9:16 0 AM / PM SERVED THE WITHIN

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

BY HANDING TO Julian Mohney Teller Service Supervisor

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

ADDRESS SERVED 14303 CLFD SHAWVILLE Hwy

NOW _____ AT _____ AM / PM POSTED THE WITHIN

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

AT (ADDRESS) _____

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

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

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF _____ 2010

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

George F. Dehaven
Deputy Signature
George F. Dehaven
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 106974

2 of 2

CAPITAL ONE BANK (USA), NA

NO. 08-1372-CD

-vs-

JACK LEE

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

TO: FIRST COMMONWEALTH BANK, Garnishee

SHERIFF'S RETURN

NOW APRIL 19, 2010 MAILED THE WITHIN:
WRIT, PRAECIPE, WRIT NOTICE & CLAIM FOR EXEMPTION
TO JACK LEE, DEFENDANT
AT 211 COVERED BRIDGE RD., MAHAFFEY, PA. 15757
IN THE S.A.S.E.

FILED

0/3:00pm
APR 20 2010

William A. Shaw
Prothonotary/Clerk of Courts

WS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 106974
NO: 08-1372-CD
SERVICES 2
WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

PLAINTIFF: CAPITAL ONE BANK (USA), NA

vs.

DEFENDANT: JACK LEE

TO: First Commonwealth Bank, Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	4540611	20.00
SHERIFF HAWKINS	WELTMAN	4540611	28.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2010


Chester A. Hawkins
Sheriff

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

APR 12 2010

Attest:

Willie L. C.
Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK (USA), NA.

Plaintiff

No. 08-1372-CD

vs.

PRAECIPE FOR WRIT OF EXECUTION
(BANK ATTACHMENT ONLY)

JACK LEE

Defendant

FIRST COMMONWEALTH BANK,

Garnishee,

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#06685507

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

Plaintiff

vs.

Civil Action No. 08-1372-CD

JACK LEE

Defendant

FIRST COMMONWEALTH BANK,

Garnishee

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

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

1. directed to the Sheriff of CLEARFIELD County:
2. against JACK LEE, Defendant
3. against FIRST COMMONWEALTH BANK, Garnishee
4. Judgment Amount

\$ 8,660.92

Interest \$ 529.62

Costs \$

SUBTOTAL: \$ 9,190.54

Costs (to be added by Prothonotary) *Prothonotary costs \$135-* \$

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

By: _____

Matthew D. Urban, Esquire

PA I.D. #90963

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436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

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

CAPITAL ONE BANK (USA), NA
Plaintiff

vs.

Civil Action No. 08-1372-CD

JACK LEE
Defendant

FIRST COMMONWEALTH BANK
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: JACK LEE Defendant(s);

- (1) You are also directed to attach the property of the defendant not levied upon in the possession of FIRST COMMONWEALTH BANK, as garnishee, 14303 Clearfield Shawville Highway 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.
- (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.....\$ 9,190.54

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

Received this writ this 13 day

of April A.D. 2010 Prothonotary
At 10:00 (A.M./P.M.)

Clinton A. Hawley
Sheriff

by Mary H. Ham

Deputy

DATED: 4-12-10
WWR#06685507

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

CAPITAL ONE BANK (USA), NA
Plaintiff

No. 08-1372-CD

vs.

JACK LEE

Defendant

FIRST COMMONWEALTH BANK
Garnishee

WRIT OF EXECUTION
NOTICE

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

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

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

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

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1. \$300.00 exemptions set by law.
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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.

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

APR 12 2010

Attest:

Willie A.
Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK (USA), NA

Plaintiff No. 08-1372-CD

vs.

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

JACK LEE

Defendant

FIRST COMMONWEALTH BANK,

Garnishee,

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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WWR#06685507

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

Plaintiff

vs.

Civil Action No. 08-1372-CD

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SUBTOTAL: \$ 9,190.54

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

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

By: _____
Matthew D. Urban, Esquire

PA I.D. #90963

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

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

CAPITAL ONE BANK (USA), NA
Plaintiff

vs. Civil Action No. 08-1372-CD

JACK LEE
Defendant

FIRST COMMONWEALTH BANK
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: JACK LEE Defendant(s);

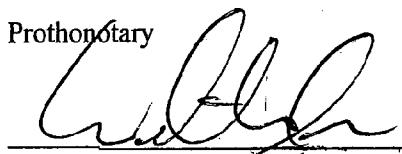
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 - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
 - c. The attachment shall not include 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.
- (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..... \$ 9,190.54

Costs to be added..... \$ _____
Prothonotary costs 8135.00

Received this writ this 13 day Prothonotary
of April A.D. 2010
At 10:00 A.M./P.M.

Chesler A. Hawfin
Sheriff by Mandy Hamm


Deputy

DATED: 4-12-10
WWR#06685507

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

CAPITAL ONE BANK (USA), NA
Plaintiff

No. 08-1372-CD

vs.

JACK LEE

Defendant

FIRST COMMONWEALTH BANK
Garnishee

WRIT OF EXECUTION
NOTICE

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

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

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

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

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

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.

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

APR 12 2010

Attest,

W.L. Schaeffer
Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK (USA), NA

Plaintiff

No. 08-1372-CD

vs.

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

JACK LEE

Defendant

FIRST COMMONWEALTH BANK,

Garnishee,

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#06685507

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

Plaintiff

vs.

Civil Action No. 08-1372-CD

JACK LEE

Defendant

FIRST COMMONWEALTH BANK,

Garnishee

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

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

1. directed to the Sheriff of CLEARFIELD County:
2. against JACK LEE, Defendant
3. against FIRST COMMONWEALTH BANK, Garnishee
4. Judgment Amount \$ 8,660.92

Interest \$ 529.62

Costs \$

SUBTOTAL: \$ 9,190.54

Costs (to be added by Prothonotary) \$

Prothonotary costs 135 \$

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

By: _____
Matthew D. Urban, Esquire

PA I.D. #90963

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

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

CAPITAL ONE BANK (USA), NA
Plaintiff

vs. Civil Action No. 08-1372-CD

JACK LEE
Defendant

FIRST COMMONWEALTH BANK
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: JACK LEE Defendant(s);

(1) You are also directed to attach the property of the defendant not levied upon in the possession of FIRST COMMONWEALTH BANK, as garnishee, 14303 Clearfield Shawville Highway 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;
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Amount due \$ 9,190.54

Costs to be added \$ _____

Prothonotary costs 8135.00

Received this writ this 13 day

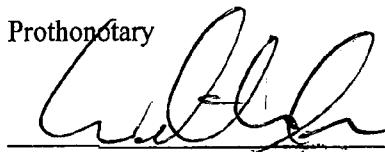
of April A.D. 2010

At 10:00 A.M./P.M.

Prothonotary

Chuter R. Hawley
Sheriff

by Marilyn Harris



Deputy

DATED: 4-12-10

WWR#06685507

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

CAPITAL ONE BANK (USA), NA
Plaintiff

No. 08-1372-CD

vs.

JACK LEE

Defendant

FIRST COMMONWEALTH BANK
Garnishee

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7. Certain veteran & armed forces benefits.
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9. Such other exemptions as may be provided by law.

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(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
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Telephone Number: (814) 765-2641 ext. 5986

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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.

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

APR 12 2010

Attest.

Wesley
Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK (USA), NA.

Plaintiff

No. 08-1372-CD

vs.

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

JACK LEE

Defendant

FIRST COMMONWEALTH BANK,

Garnishee,

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#06685507

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

Plaintiff

vs.

Civil Action No. 08-1372-CD

JACK LEE

Defendant

FIRST COMMONWEALTH BANK,

Garnishee

PRAECIPE FOR WRIT OF EXECUTION

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3. against FIRST COMMONWEALTH BANK, Garnishee
4. Judgment Amount

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Interest \$ 529.62

Costs \$

SUBTOTAL: \$ 9,190.54

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

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

By: *Matthew D. Urban, Esquire*
PA I.D. #90963

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

CAPITAL ONE BANK (USA), NA
Plaintiff

vs.

Civil Action No. 08-1372-CD

JACK LEE
Defendant

FIRST COMMONWEALTH BANK
Garnishee

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To satisfy the judgment, interest and costs against: JACK LEE Defendant(s);

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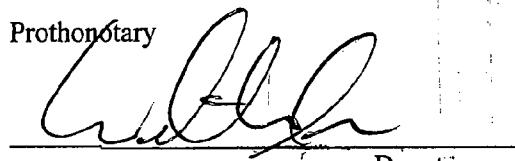
Amount due..... \$ 9,190.54

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

Received this writ this 13 day
of April A.D. 2010 Prothonotary costs \$ 135.00
At 10:00 A.M./P.M.

Chetie A. Hawkins
Sheriff

Deputy Mary H. Ham


Deputy

DATED: 4-12-10

WWR#06685507

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

CAPITAL ONE BANK (USA), NA

Plaintiff

No. 08-1372-CD

vs.

JACK LEE

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FIRST COMMONWEALTH BANK

Garnishee

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7. Certain veteran & armed forces benefits.
8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

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TO THE SHERIFF:

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

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

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(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.

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ADDRESS: _____ TELEPHONE NUMBER: _____

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Date: _____ Defendant: _____

THIS CLAIM TO BE FILED WITH:

Office of the Sheriff of Clearfield County
1 N. Second Street, Suite 116, Clearfield County Courthouse
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Telephone Number: (814) 765-2641 ext. 5986

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

CAPITAL ONE BANK (USA), NA

Plaintiff No. 08-1372-CD

vs.

**INTERROGATORIES IN ATTACHMENT
FIRST COMMONWEALTH BANK**

JACK LEE

Defendant

and

FIRST COMMONWEALTH BANK

Garnishee FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Matthew D. Urban, Esquire
PA I.D. #90963
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06685507

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No.: 08-1372-CD

JACK LEE
Defendant

and

FIRST COMMONWEALTH BANK
Garnishee

TO: FIRST COMMONWEALTH BANK
14303 Clearfield Shawville Highway
Clearfield , PA 16830

Suggested Reference No.: XXX-XX-5106

RE: JACK LEE
211 COVERED BRIDG RD
MAHAFFEY, PA 15757

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 entity electronically depositing those funds on a recurring basis.

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

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

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

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

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

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

By: _____
Matthew D. Urban, Esquire

PA I.D. #90963

WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
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(412) 434-7955
WWR#06685507

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)

RECEIVED

APR 16 2010

RECEIVED

APR 16 2010

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

CAPITAL ONE BANK (USA), NA

Plaintiff No. 08-1372-CD

vs.

**INTERROGATORIES IN ATTACHMENT
FIRST COMMONWEALTH BANK**

JACK LEE

Defendant

and

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Garnishee FILED ON BEHALF OF:
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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#06685507

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William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No.: 08-1372-CD

JACK LEE
Defendant

and

FIRST COMMONWEALTH BANK
Garnishee

TO: FIRST COMMONWEALTH BANK
14303 Clearfield Shawville Highway
Clearfield, PA 16830

Suggested Reference No.: XXX-XX-5106

RE: JACK LEE
211 COVERED BRIDG RD
MAHAFFEY, PA 15757

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.

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

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 entity electronically depositing those funds on a recurring basis.

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

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

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

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

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

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

By: _____
Matthew D. Urban, Esquire

PA I.D. #90963

WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06685507

EXHIBIT "A"

ANSWERS TO INTERROGATORIES

1. Yes

a. Checking account number 7110174521 into Jack E. Lee dba Lee's Lawn Care & Snow Removal, notice of bankruptcy has been filed therefore no funds are held; checking account number 7110070887 into Jack E. Lee, account receives Unemployment Compensation deposits which are exempt from attachment; savings account number 7120075644 into Jack E. Lee, notice of bankruptcy has been filed therefore no funds are held; checking account number 7110283634 into Connie L. Lee or Jack E. Lee, notice of bankruptcy has been filed therefore no funds are held.

2. No

3. No

4. No

5. No

6. No

7. See #1a above

8. See #1a above

9. April 16, 2010

10. N/A

11. Yes, there are additional deposits but a subpoena is required.

12. N/A

VERIFICATION

COMMONWEALTH OF PENNSYLVANIA)

)

COUNTY OF INDIANA)

)

On this 27th day of *April*, 2010 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared LEDA E MCCRACKEN, who being duly sworn according to law, acknowledged that she is Assistant Vice President of First Commonwealth Bank, and that the facts set forth in the foregoing Interrogatories are true and correct to the best of her knowledge and belief.

Leda E. McCracken

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

Sworn and subscribed to before me
This 27th day of *April*, 2010

Susan L. Lindenberg
Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

SUSAN L. LINDBERG, NOTARY PUBLIC
INDIANA BOROUGH, INDIANA COUNTY
MY COMMISSION EXPIRES APRIL 10, 2014

CERTIFICATE OF SERVICE

I hereby certify that on April 28, 2010 I have this day caused to be served a true and correct copy of this ANSWERS TO INTERROGATORIES upon the following parties:

VIA CERTIFIED U.S. MAIL

*Jack E. Lee
dba Lee's Lawn Care & Snow Removal
211 Covered Bridge Rd.
Mahaffey, PA 15757-6219*

As Defendant

VIA REGULAR U.S. MAIL

*Matthew D. Urban, Esquire
Weltman, Weinberg & Reis Co., LPA
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219*

As Plaintiff

Leda E. McCracken

Leda E. McCracken
Assistant Vice President
First Commonwealth Bank

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

CAPITAL ONE BANK (USA), NA,
Plaintiff

Case No. 08-1372-CD

VS.

JACK E. LEE,
Defendant

Type of Pleading:
Praecipe to Request that the
Judgment Entered of Record in this
Case Against Defendant be Marked
Voided by Bankruptcy

Filed on Behalf of:
Jack E. Lee, Defendant

Counsel of Record for this Party:
John R. Lhota, Attorney at Law,
John R. Lhota, P.C.
110 North Second Street
Clearfield, PA 16830
814-765-9611
PA ID #22492

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07/31/2013 Lhota
S JUL 10 2013
William A. Shaw
Prothonotary/Clerk of Courts
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**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

CAPITAL ONE BANK (USA), NA,
Plaintiff

Case No. 08-1372-CD

vs.

JACK E. LEE,
Defendant

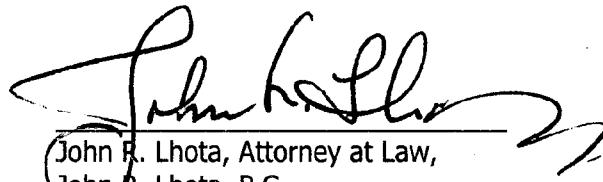
**Praeclipe to Request that the Judgment Entered of Record in this Case Against
Defendant be Marked Voided by Bankruptcy**

To: William A. Shaw, Clearfield County, Pennsylvania Prothonotary

A Default Order on Motion to Avoid Judicial Lien issued by The Honorable Jeffery A. Deller, United States Bankruptcy Judge, in Case No. 10-70447-JAD then pending in the United States Bankruptcy Court for the Western District of Pennsylvania, was filed of record in the said bankruptcy case on April 22, 2013. A certified copy of the filed Default Order is attached hereto and made a part hereof.

The above-mentioned Default Order provides that the judgment entered of record against Defendant in the above captioned matter is extinguished and avoided. Please mark the judgment entered of record in the above-captioned matter against Defendant "Voided by Bankruptcy."

Dated: July 10, 2013



John R. Lhota, Attorney at Law,
John R. Lhota, P.C.
Counsel to Jack E. Lee, Defendant
PA ID #22492
110 North Second Street
Clearfield, PA 16830
814-765-9611

c:MYDOCUMENTS\P.O.\LEE.JACK.PRAECLYPE.DEFAULT.ORDER.CAPITAL.ONE

UNITED STATES BANKRUPTCY COURT FOR THE
WESTERN DISTRICT OF PENNSYLVANIA

IN RE: JACK E. LEE, : Bankruptcy No. 10-70447 JAD
Debtor : Chapter 7
: Document No. 36

JACK E. LEE, :
Movant :
vs. :
CAPITAL ONE BANK (USA), NA, :
Respondent :
.

In The United States Bankruptcy Court For The Western District
of Pennsylvania, I, the undersigned Deputy Clerk, U.S. Bankruptcy
Court, in and for said District, DO HEREBY CERTIFY that this
copy has been compared with the original thereof and that it is
a complete and correct copy of such original as it appears of
record and on file in my office.
IN TESTIMONY WHEREOF I have hereunto set my hand at
Pittsburgh said District, this 11 day of April 2013
Deputy Clerk, U.S. Bankruptcy Court

DEFAULT ORDER ON MOTION TO AVOID JUDICIAL LIEN

AND NOW, this 22nd day of April, 2013, upon default, no response
objecting to the motion to avoid judicial lien filed of record in the above captioned matter having
been timely filed by an interested party, and upon Movant's certification of service of the motion,
the applicable scheduling order, and certification of no objection to the motion having been filed,

IT IS HEREBY ORDERED that the above-mentioned motion is granted and that the real
property of Movant in Bell Township, Clearfield County, Pennsylvania more fully described in that
certain deed dated April 18, 2001 from Jack E. Lee and Shawna M. Lee, husband and wife, to
Movant, which is recorded in the Office of the Recorder of Deeds in and for Clearfield County,
Pennsylvania, at Instrument No. 2001-05649 and is incorporated herein by reference is hereby
released from the judicial lien of Respondent entered in the Court of Common Pleas of Clearfield
County, Pennsylvania, at Case No. 08-1372-CD, and that said judicial lien is hereby extinguished
and avoided.

IT FURTHER ORDERED that the Clearfield County Prothonotary shall, upon receipt and
review of this Order and the filing of the appropriate praecipe, mark the above-mentioned judgment
"Voided by Bankruptcy."

Movant shall, within five (5) days hereof, serve a true and correct copy of this Order on all
parties in interest and file a certificate of service.

BY THE COURT,

Jeffery A. Deller,
United States Bankruptcy Judge

cc: John R. Lhota, Attorney at Law
John R. Lhota, P.C.
110 North Second Street
Clearfield, PA 16830

FILED

APR 22 2013

CLERK, U.S. BANKRUPTCY COURT
WEST. DIST. OF PENNSYLVANIA

FILED

JUL 10 2013

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), NA,
Plaintiff

Case No. 08-1372-CD

VS.

JACK E. LEE,
Defendant

Type of Pleading:
Certificate of Service

Filed on Behalf of:
Jack E. Lee, Defendant

Counsel of Record for this Party:
John R. Lhota, Attorney at Law,
John R. Lhota, P.C.
110 North Second Street
Clearfield, PA 16830
814-765-9611
PA ID #22492

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William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), NA,
Plaintiff

Case No. 08-1372-CD

vs.

JACK E. LEE,
Defendant

CERTIFICATE OF SERVICE

I, John R. Lhota, Attorney at Law, of John R. Lhota, P.C., whose address is 110 North Second Street, Clearfield, Pennsylvania 16830 certify that I am, and at all times hereinafter mentioned, was more than 18 years of age and that on the 10th day of July, 2013, I served a true and correct copy of a Praeclipe to Request that the Judgment Entered of Record in this Case against Defendant be Marked Voided by Bankruptcy, which has been filed of record in the above-captioned case, on the following by United States first class mail:

Capital One Bank
c/o Weltman, Weinberg & Reis Co., LPA
436 Seventh Avenue
1400 Koppers Building
Pittsburgh, PA 15219

I certify under penalty of perjury that the foregoing is true and correct.

Dated:

July 11, 2013

Respectfully submitted,

John R. Lhota

Signature of Counsel or Debtor(s) if *pro se*
John R. Lhota

Typed Name

110 North Second Street, Clearfield, PA 16830

Address

814-765-9611

Phone No.

22492; Pennsylvania

List Bar I.D. and State of Admission