

08-2297-CD

Capital One Bank vs Joseph G Blake

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

CAPITAL ONE BANK (USA), NA

Plaintiff

NO: 08-2297-CD

vs.

COMPLAINT IN CIVIL ACTION

JOSEPH G BLAKE

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
06871689 C N Pit IAS

FILED
m 11/29/08
DEC 01 2008
1CC Sheriff
Atty pd. 95.00
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
vs. Civil Action No
JOSEPH G BLAKE
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), NA 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:

JOSEPH G BLAKE
1058 FOREST ST
COALPORT, PA 16627

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXX9596 .

4. Defendant made use of said credit card and has a current balance due of \$3210.87 , as of September 30, 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 28.100% per annum on the unpaid balance from September 30, 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 , JOSEPH G BLAKE , INDIVIDUALLY , in the amount of \$3210.87 with continuing interest thereon at the rate of 28.100% per annum from September 30, 2008 plus costs.


James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
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06871689 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.

1. How to Avoid a Finance Charge.

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

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

c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.

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

2. Average Daily Balance (Including New Purchases). Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions, which post to your account, new special purchase segments are added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply

your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.

3. Annual Percentage Rates (APR).

- The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- If the code P (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months of January, April, July and October.
- If the code D (Monthly Prime), F (Monthly LIBOR), or G (Treasury LIBOR) appear on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

- Assessment of Late, Overlimit and Returned Payment Fees. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
- Renewing Your Account. If a membership fee appears on the front of your statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

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

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

8. Notice About Electronic Check Conversion.

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

BILLING RIGHTS SUMMARY

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

† Special Rule for Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2006 Capital One

Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

CAPITAL ONE BANK (USA), N.A.,
Plaintiff,

v.

JOSEPH G BLAKE
Defendant(s).

VERIFICATION

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 an authorized agent of Capital One Services, Inc., an affiliate of and service provider to **CAPITAL ONE BANK (USA), N.A.**, Plaintiff herein, and that 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.

Dated: 10-15-2008

B. Edwards
Barbara Edwards

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2297-CD

CAPITAL ONE BANK (USA), NA

VS

JOSEPH G. BLAKE

COMPLAINT

SERVE BY: 12/31/2008

HEARING:

PAGE: 104993

SERVICE # 1 OF 1

DEFENDANT: JOSEPH G. BLAKE
ADDRESS: 1058 FOREST ST.
COALPORT, PA 16627

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 12-5-08 AT 9:42 AM / PM SERVED THE WITHIN

ON JOSEPH G. BLAKE, DEFENDANT

BY HANDING TO Linda Lansberry, Girl friend - live-in

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

ADDRESS SERVED 1058 FOREST ST.
COALPORT, PA. 16627

NOW _____ AT _____ AM / PM POSTED THE WITHIN

FOR JOSEPH G. BLAKE

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO JOSEPH G. BLAKE

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 # 104993
NO: 08-2297-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK (USA), NA
VS.
DEFENDANT: JOSEPH G. BLAKE

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3697050	10.00
SHERIFF HAWKINS	WELTMAN	3697050	50.76

FILED
01245cm
MAR 24 2009

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. 08-2297-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

JOSEPH G BLAKE

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

WWR#06871689
Judgment Amount \$ 4,072.81

FILED *for \$20.00 AAG*
on 11/24/10 ICC notice
FEB 26 2010 to deft
WM
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. 08-2297-CD

JOSEPH G BLAKE

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, JOSEPH G BLAKE above named, in the default of an Answer, in the amount of \$4,072.81 computed as follows:

Amount claimed in Complaint	\$3,210.87
Interest from September 30, 2008 to February 11, 2010 at the legal interest rate of 28.10% per annum	\$861.94
TOTAL	\$4,072.81

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

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

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

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

WWR#06871689

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: 1058 FOREST ST, COALPORT, PA 16627

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 08-2297-CD

JOSEPH G BLAKE

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 2-26-2010

Assumpsit Judgment in the amount
of \$4,072.81 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 cm
PROTHONOTARY (OR DEPUTY)

JOSEPH G BLAKE
1058 FOREST ST
COALPORT, PA 16627

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: 08-2297-CD

Plaintiff
vs.
NON-MILITARY AFFIDAVIT

JOSEPH G BLAKE

Defendant

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

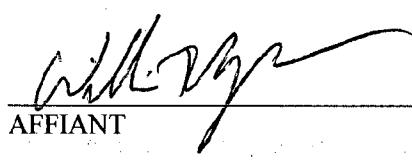
That he/she is the duly authorized agent of the Plaintiff in the within matter.

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.

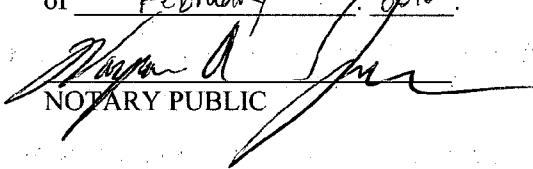
Affiant further states that based upon investigation it is the affiant's belief that the Defendant, JOSEPH G BLAKE is not in the military service.

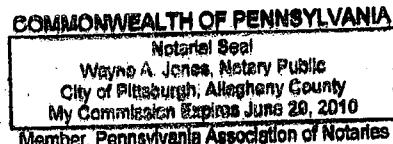
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, JOSEPH G BLAKE is not in the military service.

Further Affiant sayeth naught.


AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 14th day
of February 2010.


NOTARY PUBLIC



Department of Defense Manpower Data Center

Feb-11-2010 10:43:48



Military Status Report
 Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
BLAKE	JOSEPH G		Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.		

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 Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

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 DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as 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 status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional 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 **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

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

Report ID:IAV49I1RUI

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

CAPITAL ONE BANK (USA),NA

Plaintiff

Case No. 08-2297-CD

vs.

JOSEPH G BLAKE

Defendant

IMPORTANT NOTICE

TO:

JOSEPH G BLAKE
1058 FOREST ST PO BOX 43
COALPORT, PA 16627-0043

Date of Notice: 9/22/09

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

6871689 N PIT L4Q

FILED

4 JUN 28 2011
11:16 AM

William A. Shaw
Prothonotary/Clerk of Courts

6 ENCL w/ 6 Writs
to SHR

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

CAPITAL ONE BANK (USA),NA

Plaintiff

No. 08-2297-CD

vs.

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

JOSEPH G BLAKE

Defendant(s)

NORTHWEST SAVINGS BANK
FIRST COMMONWEALTH BANK
CLEARFIELD BANK & TRUST CO,
Garnishee(s)

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

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

CAPITAL ONE BANK (USA),NA
Plaintiff

vs.

Civil Action No. 08-2297-CD

JOSEPH G BLAKE
Defendant(s)

NORTHWEST SAVINGS BANK
FIRST COMMONWEALTH BANK
CLEARFIELD BANK & TRUST CO
Garnishee(s)

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

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

1. directed to the Sheriff of CLEARFIELD County:
2. against JOSEPH G BLAKE , Defendant
3. against NORTHWEST SAVINGS BANK, FIRST COMMONWEALTH BANK, CLEARFIELD BANK & TRUST CO, Garnishee

4. Judgment Amount	\$	\$4,072.81
Less payments/credits received	\$	\$0.00
Interest	\$	\$309.31
Costs	\$	\$
SUBTOTAL:	\$	\$4,382.12
Costs (to be added by Prothonotary):	\$	<u>145.06</u>

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

By: W.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

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

CAPITAL ONE BANK (USA),NA

Plaintiff

vs.

Civil Action No. 08-2297-CD

JOSEPH G BLAKE

Defendant(s)

NORTHWEST SAVINGS BANK
FIRST COMMONWEALTH BANK
CLEARFIELD BANK & TRUST CO
Garnishee(s)

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: JOSEPH G BLAKE Defendant(s); You are also directed to attach the property of the defendant not levied upon in the possession of NORTHWEST SAVINGS BANK; FIRST COMMONWEALTH BANK; CLEARFIELD BANK & TRUST CO, AS GARNISHEE, 1900 RIVER RD CLEARFIELD, PA 16830; 14303 CLEARFIELD SHAWVILLE HWY CLEARFIELD, PA 16830; 11 N SECOND ST, PO BOX 171 CLEARFIELD, PA 16830 and to notify the garnishee that:

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

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

Amount due \$ 4,382.12

Costs to be added..... \$ 145.00

Prothonotary



WWR No. 6871689

6-28-11

DATED: _____

Deputy

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

CAPITAL ONE BANK (USA),NA
Plaintiff

vs.

Civil Action No. 08-2297-CD

JOSEPH G BLAKE
Defendant(s)

NORTHWEST SAVINGS BANK
FIRST COMMONWEALTH BANK CLEARFIELD BANK & TRUST CO
Garnishee(s)

WRIT OF EXECUTION
NOTICE

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

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

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

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

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

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

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

CLAIM FOR EXEMPTION

TO THE SHERIFF:

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

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

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

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

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

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

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

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

Social Security benefits on deposit in the amount of \$_____

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

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: _____ TELEPHONE NUMBER: _____

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

Date: _____ Defendant: _____

THIS CLAIM TO BE FILED WITH:

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

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

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

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

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

CAPITAL ONE BANK (USA),NA
Plaintiff

vs.

Civil Action No. 08-2297-CD

JOSEPH G BLAKE
Defendant(s)

NORTHWEST SAVINGS BANK
FIRST COMMONWEALTH BANK
CLEARFIELD BANK & TRUST CO
Garnishee(s)

INTERROGATORIES IN ATTACHMENT

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

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

CAPITAL ONE BANK (USA),NA
Plaintiff

vs.

Civil Action No. 08-2297-CD

JOSEPH G BLAKE
Defendant(s)

NORTHWEST SAVINGS BANK
FIRST COMMONWEALTH BANK
CLEARFIELD BANK & TRUST CO
Garnishee(s)

TO: NORTHWEST SAVINGS BANK, 1900 RIVER RD, CLEARFIELD, PA 16830
FIRST COMMONWEALTH BANK, 14303 CLEARFIELD SHAWVILLE HWY, CLEARFIELD, PA
16830
CLEARFIELD BANK & TRUST CO 11 N SECOND ST, PO BOX 171 CLEARFIELD, PA 16830

RE: JOSEPH G BLAKE , POB 43, COALPORT, PA 16627

Suggested Reference No.: XXX-XX-1835
 XXX-XX-

IMPORTANT NOTICES TO GARNISHEE!

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

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

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

INTERROGATORIES IN ATTACHMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VERIFICATION

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

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

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

(SIGNATURE)

To Deputy 6/29/11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2297-CD

CAPITAL ONE BANK (USA) NA

vs

JOSEPH G. BLAKE

TO: NORTHWEST SAVINGS BANK, FIRST COMMONWEALTH BANK, CLEARFIELD BANK & TRUST CO, GARNISHEE
WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 09/26/2011 **RUSH** HEARING: PAGE: 108620

DEFENDANT: CLEARFIELD BANK & TRUST CO., Garnishee
ADDRESS: 11 N. 2ND ST. PO BOX 171
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

FILED
09/30/2011
JUL 05 2011
William A. Shaw
Honorary Clerk of Courts

ATTEMPTS

SHERIFF'S RETURN

NOW, 7-5-11 AT 9:10 AM / PM SERVED THE WITHIN

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

BY HANDING TO Bonnie Eckberg PIC

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

ADDRESS SERVED 11 N. 2nd St., P.O. Box 171, Clearfield, Pa 16830

NOW _____ AT _____ AM / PM POSTED THE WITHIN

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

AT (ADDRESS) _____

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

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

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2011

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: James F. Davis

Deputy Signature

James F. Davis

Print Deputy Name

To Deputy 6/29/11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2297-CD

CAPITAL ONE BANK (USA) NA

vs
JOSEPH G. BLAKE
TO: NORTHWEST SAVINGS BANK, FIRST COMMONWEALTH BANK, CLEARFIELD BANK & TRUST CO, GARNISHEE
WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 09/26/2011 **RUSH** HEARING: PAGE: 108620

DEFENDANT: NORTHWEST SAVINGS BANK, Garnishee
ADDRESS: 1900 RIVER RD
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

ATTEMPTS _____

FILED

0/3:41 cm

JUL 05 2011

William A. Shaw
Prothonotary/Clerk of Court

SHERIFF'S RETURN

NOW, 7-5-11 AT 9:25 AM / PM SERVED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE ON NORTHWEST SAVINGS BANK, Garnishee,
DEFENDANT

BY HANDING TO Mike Ryan, P.I.C.

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

ADDRESS SERVED 1900 River Road, Clearfield, Pa 16830

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE FOR NORTHWEST SAVINGS BANK, Garnishee

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO NORTHWEST SAVINGS BANK, Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2011

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James F. Ryan
Deputy Signature

James F. Ryan
Print Deputy Name

To Deputy 6/29/11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2297-CD

CAPITAL ONE BANK (USA) NA

vs
JOSEPH G. BLAKE
TO: NORTHWEST SAVINGS BANK, FIRST COMMONWEALTH BANK, CLEARFIELD BANK & TRUST CO, GARNISHEE
WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 09/26/2011 ^{11:00 AM} HEARING: PAGE: 108620

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

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS

FILED

07/05/2011
JUL 05 2011

William A. Shaw
Prothonotary/Clerk of Courts

OCCUPIED

SHERIFF'S RETURN

NOW, 7-5-11 AT 9:33 AM SERVED THE WITHIN

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

BY HANDING TO Christina Taylor.

P.I.C.

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

ADDRESS SERVED 14303 Clearfield/Shawville Hwy, Clearfield, Pa
16830

NOW _____ AT _____ AM / PM POSTED THE WITHIN

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

AT (ADDRESS) _____

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

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

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF July 2011

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis
Deputy Signature

James E. Davis
Print Deputy Name

RECEIVED
JUL 05 2011

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

CAPITAL ONE BANK (USA),NA
Plaintiff

vs.

Civil Action No. 08-2297-CD

JOSEPH G BLAKE
Defendant(s)

NORTHWEST SAVINGS BANK
FIRST COMMONWEALTH BANK
CLEARFIELD BANK & TRUST CO
Garnishee(s)

INTERROGATORIES IN ATTACHMENT

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

FILED
JUL 11 2011
NO CC
S

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. 08-2297-CD

JOSEPH G BLAKE
Defendant(s)

NORTHWEST SAVINGS BANK
FIRST COMMONWEALTH BANK
CLEARFIELD BANK & TRUST CO
Garnishee(s)

TO: NORTHWEST SAVINGS BANK, 1900 RIVER RD, CLEARFIELD, PA 16830
FIRST COMMONWEALTH BANK, 14303 CLEARFIELD SHAWVILLE HWY, CLEARFIELD, PA
16830
CLEARFIELD BANK & TRUST CO 11 N SECOND ST, PO BOX 171 CLEARFIELD, PA 16830

RE: JOSEPH G BLAKE , POB 43, COALPORT, PA 16627

Suggested Reference No.: XXX-XX-1835
XXX-XX-

IMPORTANT NOTICES TO GARNISHEE!

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

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

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

INTERROGATORIES IN ATTACHMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

ANSWERS TO INTERROGATORIES

1. No
- a. N/A
2. No
3. No
4. No
5. No
6. No
7. N/A
8. N/A
9. July 5, 2011
10. N/A
11. N/A
12. N/A

VERIFICATION

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF INDIANA)

On this 7th day of July 2011 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared LEDA E MCCRACKEN, who being duly sworn according to law, acknowledged that she is Assistant Vice President of First Commonwealth Bank, and that the facts set forth in the foregoing Interrogatories are true and correct to the best of her knowledge and belief.

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

Sworn and subscribed to before me
This 7th day of July 2011

Susan L. Lindenbreg
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 July 8, 2011 I have this day caused to be served a true and correct copy of this ANSWERS TO INTERROGATORIES upon the following parties:

VIA REGULAR U.S. MAIL

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

As Plaintiff

Leda E. McCracken
Leda E. McCracken
Assistant Vice President
First Commonwealth Bank

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 108620

4 of 4

CAPITAL ONE BANK (USA), NA

NO. 08-2297-CD

-vs-

JOSEPH G. BLAKE

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

TO: NORTHWEST SAVINGS BANK; FIRST COMMONWEALTH
BANK; CLEARFIELD BANK & TRUST CO., Garnishees

SHERIFF'S RETURN

NOW JULY 14, 2011 MAILED THE WITHIN:

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

TO: JOSEPH G. BLAKE, DEFENDANT

AT: POB 43, COALPORT, PA. 16627

IN THE S.A.S.E.

FILED
9/2/30pm
JUL 14 2011

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 108620
NO: 08-2297-CD
SERVICES 4
WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

PLAINTIFF: CAPITAL ONE BANK (USA) NA

vs.

DEFENDANT: JOSEPH G. BLAKE

TO: NORTHWEST SAVINGS BANK, FIRST COMMONWEALTH BANK, CLEARFIELD BANK & TRUST CO,
GARNISHEE

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	5231652	40.00
SHERIFF HAWKINS	WELTMAN	5231652	40.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2011


Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK, (USA), NA.

Plaintiff

CIVIL ACTION

WELTMAN, WEINBERG & REIS CO.,LPA
WILLIAM T. MOLCZAN, ESQUIRE
1400 KOPPERS BUILDING
436 SEVENTH AVENUE
PITTSBURGH, PA 15219

Attorney for Plaintiff

Case No.2008-2297-CD

Type Case: CIVIL

VS.

JOSEPH G. BLAKE

Defendant

Type of Pleading: ANSWERS TO
INTERROGATORIES

Filed on Behalf of:
CLEARFIELD BANK & TRUST
COMPANY

AND

CLEARFIELD BANK & TRUST COMPANY

Garnishee(s)

Filed by:

Lori A. Kurtz

Asst. Vice President & Special
Assets Mgr.

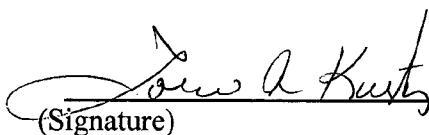
11 N. 2nd St., P.O. Box 171

Clearfield, PA 16830

(Address)

814-765-7551 or 814-762-8825

(Phone)


(Signature)

FILED

300

03/08/2011

SEP 01 2011

CB/T

William A. Shaw
Prothonotary/Clerk of Courts

6K

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

CAPITAL ONE BANK, (USA), NA
PLAINTIFF

Vs
JOSEPH G. BLAKE
DEFENDANT

Case No. 2008-2297-CD

To: The Prothonotary of Clearfield County

The Clearfield Bank & Trust Company files answers to plaintiff's interrogatories as follows:
The answer to the Plaintiff's interrogatories #1 is NO.

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: August 31, 2011



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

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

BY: James C Warmbrodt, Esquire
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File # 6871689

Attorney for Plaintiff(s)

CAPITAL ONE BANK (USA),NA

Clearfield County
Court of Common Pleas

S **FILED** NO
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SEP 19 2011
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vs.

JOSEPH G ELAKE

NO. 08-2297-CD

and

NORTHWEST SAVINGS BANK, FIRST COMMONWEALTH BANK, CLEARFIELD BANK
& TRUST CO

Garnishee(s)

PRAECIPE TO DISCONTINUE ATTACHMENT EXECUTION

TO THE PROTHONOTARY:

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

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

By

James C Warmbrodt, Esquire
Attorney for Plaintiff

Sworn to and subscribed
Before me the 13 day of September, 2011

NOTARY PUBLIC

