

DISTRICT COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK, FOURTH DISTRICT, SMITHTOWN PART

COUNTY OF SUFFOLK

#6016
Plaintiff,

-Against-

ANTHONY PICCIRILLO

Defendant(s).

NE

Summons

PLAINTIFF'S ADDRESS

533 COLLIER ROAD
SELDEN NY 11784

DEFENDANT'S ADDRESS

95F- 7018 ROUND POND RD
L ROCKYHOLM NY 11779

CONSUMER CREDIT TRANSACTION

The basis of the venue is:

A defendant resides in the County of SUFFOLK

The transaction took place in the County of
To the above named defendants:

TO THE ABOVE NAMED DEFENDANT(S): ANTHONY PICCIRILLO

You are hereby summoned AND REQUIRED TO APPEAR IN THIS ACTION IN THE DISTRICT COURT OF THE COUNTY OF SUFFOLK, FOURTH DISTRICT, SMITHTOWN PART AT THE OFFICE OF THE CLERK OF SAID COURT, NORTH COUNTY COMPLEX, BLDG C158, VETERANS MEMORIAL HIGHWAY, HAUPPAUGE, NEW YORK IN THE COUNTY OF SUFFOLK, STATE OF NEW YORK BY SERVING AN ANSWER TO THE ANNEXED COMPLAINT UPON PLAINTIFF'S ATTORNEY, AT THE ADDRESS STATED BELOW, OR IF THERE IS NO ATTORNEY, UPON THE PLAINTIFF, AT THE ADDRESS STATED ABOVE, WITHIN THE TIME PROVIDED BY LAW AS NOTED BELOW:

Upon your failure to answer, judgment will be taken against you for the relief demanded in the complaint, together with the costs of this action.

Dated: the 21 day of MARCH, 2003


FRANCIS E. MULLEN

FILE NO.

3890726858550

FOR MULLEN & IANNARONE, P.C.
ATTORNEY(S) FOR PLAINTIFF
Post Office Address and Telephone Number

300 EAST MAIN STREET
SMITHTOWN, NEW YORK 11787
631 361-7050

NOTE: The law provides that:

(a) If this summons is served by its delivery to you personally within the County of SUFFOLK you must appear and answer within 20 days after such service, or

(b) If this summons is served by delivery to any person other than you personally, or is served outside the County of SUFFOLK, or by publication, or by any means other than personal delivery to you within the County of SUFFOLK you are allowed THIRTY days after the proof of service thereof is filed with the Clerk of this Court within which to appear and answer.

YOU NEED NOT PHYSICALLY GO TO THE COURT TO SERVE AN ANSWER TO THIS SUMMONS AND COMPLAINT. HOWEVER YOU ARE REQUIRED TO FILE A COPY OF YOUR ANSWER TOGETHER WITH PROOF OF SERVICE WITH THE CLERK OF DISTRICT COURT IN WHICH THE ACTION IS BROUGHT WITHIN TEN DAYS OF SERVICE OF THIS ANSWER. THIS REQUIRES YOU TO MAIL A COPY OF THE ANSWER TO PLAINTIFFS ATTORNEYS.

5

THIS SUMMONS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION FURNISHED TO THE PLAINTIFFS ATTORNEYS MAY BE USED TO ASSIST IN THE COLLECTION OF A DEBT.

COUNTY OF SUFFOLK

VERIFIED COMPLAINT

Plaintiff,

-Against-

ANTHONY PICCINILLO

Defendant(s).

Plaintiff, by its attorney(s), complaining of the defendant(s), upon information and belief, alleges:

1. That the defendant(s) resides in the county in which the action is brought; or that the defendant(s) transacted business within the county in which this action is brought in person or through his agent and that the instant cause of action arose out of said transaction.

2. That Plaintiff is a domestic corporation or an individual and a resident of the State of New York.

3. That Plaintiff at the specific instance and at the expressed and/or implied request of the defendant(s) furnished work, labor, services and/or facilities to the defendant(s) at the agreed price and for the fair and reasonable amount of \$1,528.62

4. Defendant(s) thereafter failed and refused to pay the Plaintiff on 9/01/01 when the balance of \$1,528.62 was due and owing.

5. That there is additionally due and owing the sum of \$305.72 AS REASONABLE ATTORNEY'S FEES.

AS AND FOR A SECOND CAUSE OF ACTION

6. That an account was stated between the Defendant(s) and the Plaintiff for the amount claimed by the Plaintiff above, by the Plaintiff mailing a bill for this sum to the Defendant(s) and the Defendant(s) accepting the aforesaid bill.

That there is now due plaintiff from defendant(s) the amount set fourth in the complaint, no part of which has been paid, although duly demanded.

WHEREFORE, plaintiff demands judgment against defendant(s) for the sum of \$
with interest thereon from the 01 day of SEPTEMBER, 2001
of this action.

1,834.34
together with the costs and disbursements

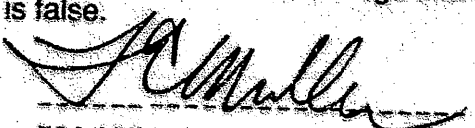
MULLEN & IANNARONE, P.C.
ATTORNEY(S) FOR PLAINTIFF

300 EAST MAIN STREET
SMITHTOWN, NEW YORK 11787

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY, under penalty of perjury and as an officer of the Court, that I have no knowledge that the substance of any of the factual submissions contained in this document is false.

DATED THE 21 DAY OF MARCH, 2003


FRANCIS P. MULLEN

FOURTH DISTRICT COURT
COUNTY OF SUFFOLK

COUNTY OF SUFFOLK

against

Plaintiff(s)

Defendant(s)

Index No.

AFFIDAVIT OF
SERVICE OF

SUMMONS
VERIFIED COMPLAINT

STATE OF NEW YORK, COUNTY OF SUFFOLK

SS: The undersigned, being duly sworn, deposes and says: deponent is not a

party herein, is over 18 years of age and

That on JUNE 26, 2003

at 10:25 AM, at 701 B ROUND POND RD, LAKE RONKONKOMA NY

deponent served the within SUMMONS on ANTHONY PICCIRILLO

defendant therein named,

1. ☐ by delivering a true copy of each to said defendant personally; deponent knew the person so served to be the person described as

said defendant therein.

2. ☐ a corporation, by delivering thereat a true copy of each to

personally, deponent knew said corporation so served to be the corporation described in said summons as said defendant and knew said individual to be

thereof.

3. ☒ by delivering thereat a true copy of each to

and discretion. Said premises is defendant's actual place of business—dwelling place—usual place of abode—within the state.

4. ☐ by affixing a true copy of each to the door of said premises, which is defendant's actual place of business—dwelling place—usual place of abode—within the state. Deponent was unable, with due diligence to find defendant or a person of suitable age and discretion thereat, having called there

Within 20 days of such delivery or affixing, deponent enclosed a copy of same in a postpaid envelope properly addressed to defendant at defendant's last known residence, at 701 B ROUND POND RD, LAKE RONKONKOMA NY, and deposited said envelope in an official depository under the exclusive care and custody of the U.S. Postal Service within New York State.

Within 20 days of such delivery or affixing, deponent enclosed a copy of same in a first class post paid envelope properly addressed to defendant at defendant's actual place of business, at in an official depository under the exclusive care and custody of the U.S. Postal Service within New York State. The envelope bore the legend "Personal and Confidential" and did not indicate on the outside thereof, by return address or otherwise, that the communication was from an attorney or concerned an action against the defendant.

5. ☐ Male

☒ Female

☒ White Skin

☐ Black Skin

☐ Yellow Skin

☐ Brown Skin

☐ Red Skin

☐ Black Hair

☐ Brown Hair

☐ Blonde Hair

☐ Gray Hair

☐ Red Hair

☒ White Hair

☐ Balding

☐ Mustache

☐ Beard

☐ Glasses

☐ 14-20 Yrs.

☐ 21-35 Yrs.

☐ 36-50 Yrs.

☐ 51-65 Yrs.

☒ Over 65 Yrs.

☐ Under 5'

☐ 5'0"-5'3"

☒ 5'4"-5'8"

☐ 5'9"-6'0"

☐ Over 6'

☐ Under 100 Lbs.

☐ 100-130 Lbs.

☒ 131-160 Lbs.

☐ 161-200 Lbs.

☐ Over 200 Lbs.

Other identifying features:

The words "CONSUMER CREDIT TRANSACTION" were prominently displayed at the top of the summons(es) and the additional legend was printed in not less than 12 point bold upper case type on the summons(es) pursuant to 22 NYCRR §208.6(d) and (f).

I asked the person spoken to whether recipient was in active military service of the United States or of the State of New York in any capacity whatever and received a negative reply. Recipient wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations above narrated. Upon information and belief I aver that the recipient is not in military service of New York State or of the United States as that term is defined in either the State or in the Federal statutes.

Sworn to before me on

6/27/03

Margaret Nugent
Notary Public, State of New York
No. 4979320

Qualified in Suffolk County
Commission Expires March 25, 2007

Susan Rosenberg
FRONT NAME BENEATH SIGNATURE

SUSAN ROSENBERG
LIC# 1026210

FOURTH DISTRICT COURT CIVIL JUDGMENT

SMC 03-0007257()

COUNTY OF SUFFOLK

JUDGMENT AWARDED:

DEFAULT JUDGMENT

AMOUNT AWARDED.....	\$ 1834.34	
INTEREST FROM..09-01-2001..	\$ 271.01	
ATTORNEYS FEES.....	\$.00	
TOTAL DAMAGES.....	\$ 2105.35	
COSTS BY STATUTE..\$	20.00*	
FILING FEE.....\$.00	* REMARKS *
SHERIFFS FEE.....\$.00	
SERVICE FEE.....\$	16.00	
TRANS/FILING FEE..\$.00	
NOTICE OF TRIAL..\$.00	
NON MILITARY FEE..\$.00	
OTHER COSTS.....\$.00	*
TOTAL COSTS.....	\$ 36.00	
JUDGMENT TOTAL.....	\$ 2141.35	

PICCIRILLO, ANTHONY,

VS

NOW ON MOTION OF ATTORNEY FOR THE PLAINTIFF/CREDITOR

MULLEN & IANNARONE, PC

300 E. MAIN ST. P.O. BOX 617

SMITHTOWN, NEW YORK 11787

PHONE # 361-7050

PICCIRILLO, ANTHONY

DEFENDANT/DEBTOR & ADDRESS

7018 ROUND POND ROAD,
LAKE RONKONKOMA, NY 11779-

COUNTY OF SUFFOLK

PLAINTIFF/CREDITOR & ADDRESS

533 COLLEGE ROAD,
SELDEN, NY 11784-JUDGMENT RENDERED & DOCKETED AT THE FOURTH DISTRICT COURT OF SUFFOLK COUNTY,
IN THE STATE OF NEW YORK, ON 08-21-2003 AT 15:37 FOR THE AMOUNT STATED BELOW

DAMAGES	\$ 2105.35
COSTS	\$ 36.00
JUDGMENT TOTAL	\$ 2141.35

LINDA S. ROSSOMANO, CLERK

TRANSCRIPT OF JUDGMENT

I, THE UNDERSIGNED CLERK OF THE FOURTH DISTRICT COURT OF SUFFOLK COUNTY, HELD AT HAUPPAUGE, IN THE STATE OF NEW YORK, DO HEREBY CERTIFY THAT THE ABOVE IS A CORRECT TRANSCRIPT OF THE JUDGMENT DOCKETED AND NOTED ABOVE. I FURTHER CERTIFY THAT ALL DEFENDANTS, AND/OR DEBTORS, HAVE BEEN SUMMONED, PROOF OF WHICH IS FILED WITH THE ABOVE REFERENCED COURT. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY NAME AND AFFIXED MY OFFICIAL SEAL ON THIS DATE: 08-21-2003

LINDA S. ROSSOMANO, CLERK

**** TRANSCRIPT MUST BE SIGNED WITH AN ORIGINAL SIGNATURE AND AFFIXED WITH THE COURT SEAL TO VALIDATE THE TRANSCRIPT FOR FILING WITH COUNTY CLERK.****
*****DO NOT MAKE ANY CHANGES TO THIS DOCUMENT*****

INDEX NO. 7257/03

State of New York

DISTRICT COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK, FOURTH DISTRICT, SMITHTOWN PART

County of SUFFOLK

SS.:

COUNTY OF SUFFOLK

PLAINTIFF(S)

J89072685855D

AGAINST

ANTHONY PICCIRILLO

DEFENDANT(S)

Judgment on Default

Amount Claimed in Complaint	\$	1,834.34
Interest on Principal Amount	\$	268.37
At 9 % Per Annum		
FROM 9/01/2001	\$	2,102.71
Costs By Statute	\$	20.00
Service of Summons & Complaint		16.00
Filing of Summons & Complaint		
Military Service Affidavit		
Prospective Execution Fee		
Transcript & Docketing		
Entry of Judgment		
	\$	36.00
TOTAL	\$	2,138.71

LIBERATORE J. IANNARONE, AN ATTORNEY,
AFFIRMS UNDER PENALTY OF PERJURY

, being duly sworn, deposes and says that he is and says that he is an attorney of record for the plaintiff; that the disbursements specified herein have been or will necessarily be made or incurred and are reasonable in amount; that the time of the defendant(s) to appear and answer has expired and that the defendant(s) have not appeared and answered.

That on 7/21/2003, deponent gave each of the defendant(s) notice of this action by depositing a copy of the summons in separate post-paid addressed envelopes, marked personal and confidential, with sufficient postage to transmit the said summons by first class mail, in a post office of the U.S. Postal Service within the State of New York directed to each of the defendant(s) at

701B ROUND POND RD, L RONKONKOMA NY

, this being

deponent's last known residence address of the defendant(s).

That more than twenty (20) days have elapsed since the summons was mailed and it has not been returned by the post office. If there are two or more defendants a separate summons was mailed to each in separate envelopes to the address indicated herein.

AFFIANT PRAYS THAT ATTORNEY'S FEES
BE FIXED IN AN AMOUNT OF \$305.72
AND A DEFAULT JUDGMENT BE GRANTED
AGAINST ANTHONY PICCIRILLO

Judgment Entered on:

Judgment is rendered in favor of the Plaintiff(s)

COUNTY OF SUFFOLK

533 COLLEGE ROAD
SELDEN NY 11784

and against the following Defendant(s)

ANTHONY PICCIRILLO

701B ROUND POND RD
L RONKONKOMA NY 11779

as herein above computed in the sum of \$ 2,138.71
and it is adjudged that the Plaintiff(s) have execution therefor.

Dated:

SMITHTOWN, NY 8/14/2003

MULLEN & IANNARONE P.C.
300 EAST MAIN STREET
SMITHTOWN, N.Y. 11787
LIBERATORE J. IANNARONE
(631-381-7050)

2003 AUG 20 AM 10:34
SUFFOLK COUNTY
DISTRICT COURT

DISTRICT COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK, FOURTH DISTRICT, SMITHTOWN PART

COUNTY OF SUFFOLK

AFFIDAVIT OF MERIT

ACCT. # JB9072685855D

C/O#

Plaintiff

- against -

ANTHONY PICCIPILLO

Defendant

STATE OF NEW YORK
COUNTY OF Suffolk

The undersigned, being duly sworn, deposes and says:

1. That I am the plaintiff or an officer or employee of the plaintiff and am fully familiar with all the facts as heretofore stated.
2. That this action is to recover for services rendered as fully described in the bill which is annexed. The bill is both descriptive and monetary. The fees disclosed on the bill is the usual and reasonable fees as charged by similar professionals for like services.
3. The balance due amounts to \$1,528.62 plus appropriate attorney's fees if provided for in the agreement annexed.
4. That all of the information as set forth herein is based upon my own personal knowledge of the particular case.
5. This affidavit is being submitted in support of the plaintiff's request for a default judgment against the defendant(s).

Christine A. Haney
Christine A. Haney
Principal Account Clerk

SUFFOLK COUNTY
DISTRICT COURT
AUG 20 AM 10:34

Sworn to before me this
13th day of February 2003.

Diane M. Attisano
Notary Public

LAW OFFICE OF
MULLEN & IANNARONE, P.C.
300 EAST MAIN STREET
SMITHTOWN, NEW YORK 11787

B

DIANE M. ATTISANO
Notary Public, State of New York
No. 01AT6201216
Qualified in Suffolk County
Commission Expires Dec. 11, 2006

Insurance

Student Accident Insurance

All full-time students and those part-time students enrolled in certain field placements, internships and cooperative education programs are required to participate in the accident insurance plan maintained by the college. Under the coverage of the accident policy, students are insured every hour of the day while on or off campus and can claim reimbursement for all injuries except those accidents excluded by the policy.

A full-time student who matriculates for both the fall and spring semesters has coverage on an annual basis. Any other full-time student has coverage only for the semester in which he/she is enrolled. There is also an accidental death benefit, with specific exclusions, provided with this policy. Part-time students who are not automatically enrolled in the program may enroll on an elective basis.

Claim forms and additional information are available at the campus Health Services Office.

Student Liability Insurance

All students in the nursing and health career programs, including dietetic technician courses, are required to purchase Liability insurance when registering for courses that include any field work, practicum or off-campus laboratory experiences. This insurance must be purchased at the time of registration. Those courses requiring the insurance are identified in the course descriptions.

Paying Tuition and Fees

The tuition deposit, which is applied to the payment of tuition, is non-refundable. An unused tuition deposit may be applied to the payment of tuition for a one-year period which will include the semester for which the tuition deposit was made.

Payment and Deferral of Tuition

All students are required to pay tuition and all appropriate fees at the time of their registration. However, students who qualify for financial assistance or loans from state, federal or private agencies may be permitted, on a case-by-case basis, to defer payment of tuition and fees until receipt of such financial aid, but in no case beyond the end of the semester. (Please see explanation of Financial Aid beginning on page 35.) Personal checks are accepted at the discretion of the college. Individual abuse of this policy may lead to non-acceptance of a personal check.

A tuition payment deferral is a privilege extended to a student by the college and can be

withdrawn at the discretion of the college. In addition, if third party payment is not received, the college reserves the right to demand payment from the student. Funds from any source may be used by the college for payment of any and all deferred or outstanding charges. It is the student's responsibility to follow through on all financial aid paperwork to ensure timely completion of the process.

Tuition Payment Plan

Suffolk County Community College has a tuition payment plan. It allows students to defer payment of 50% of the amount due to the college to the mid-point of the semester. Plans are offered for the fall and spring semesters. Amounts due from a previous semester must be repaid before a student can subscribe to a subsequent semester's plan. There is a \$35.00 fee charged for the use of the Tuition Payment Plan and a \$20.00 Tuition Payment Plan Late Fee is charged if the second payment is not made on or before its scheduled due date. There is no minimum amount students can defer. The Tuition Payment Plan is not available for students taking non-credit courses and is not offered during winter session or any summer session.

Collection of Overdue Tuition and/or Other Charges

In those cases where payment of tuition and/or other charges is overdue, the college reserves the right to employ the services of collection agencies and/or attorneys. In that event, the student shall be liable for an additional sum representing interest and all costs of collection including reasonable attorney's fees of one third of the balance in default at the time of collection. Students are also advised that their academic records will be encumbered prior to the end of the semester if all charges are not paid. Grades and transcripts will be withheld until full payment is made.

SPECIAL ENROLLMENT PROGRAMS

Educational Opportunity Program (EOP)

The Educational Opportunity Program (EOP) is for students who are both educationally and economically disadvantaged. The goal of EOP is to make college possible for economically disadvantaged students who have the academic potential to succeed at a two-year or four-year college but whose grades fall short of regular admission standards. To aid these students, EOP provides orientation, tutoring and skills counseling.

Index No	SMC 03 7257	Seq #	20
Date & Time Filed	09/16/2003	Documented Date	09/16/2003
Court	4TH	County	SUFFOLK
Date Perfected	8/21/2003 3:37:00 PM	Judgment - Amount	2105.35
Sheriff Fees	N	Cost	36

Debtors

Last Name	First Name	Addr 1	Addr 2	Addr 3	City/State	Type
PICCIRILLO	ANTHONY	7018 ROUND POND ROAD	LAKE RONKONKOMA NY 11779			

Creditors

Last Name	First Name	Addr 1	Addr 2	Addr 3	City/State	Type
COUNTY OF SUFFOLK		533 COLLEGE RD	SELDEN NY 11784			

Attorneys

Name	Addr 1	Addr 2	Addr 3	City/State
MULLEN & IANNARONE PC	300 E MAIN ST P O BOX 617	SMITHTOWN NY 11787		

Notations

Type	Date	Amount	Remark	Liber	Page
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Remarks