

2014704

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF
DAMAGES HEARING REQUIRED.

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

PAUL M. SCHOFIELD, JR., ESQUIRE

Identification No.: 81894

21 SOUTH 21ST STREET

PHILADELPHIA, PA 19103

215/988-9600

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC, as assignee of Advanta
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
12 Overdorf Avenue
Du Bois PA 15801

FILED ^{SHF} ~~100~~ ~~Any~~
M/11-06/04 Any pd.
APR 18 2005 85.00

William A. Shaw
Prothonotary/Clerk of Courts

NOTICE

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 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 JUDGEMENT 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.

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

COMPLAINT IN CIVIL-ACTION

1. At all times relevant hereto, the defendant(s) was the holder of a credit card, which at the request of the defendant(s) was issued to the defendant(s) by the plaintiff under the terms of which the plaintiff agreed to extend to defendant(s) the use of plaintiff's credit facilities.

2. Defendant(s) accepted and used the aforesaid credit card so issued and by so doing agreed to perform the terms and conditions prescribed by the plaintiff for the use of said credit card.

3. The defendant(s) received and accepted goods and merchandise and/or accepted services or cash advances through the use of the credit card issued by the Plaintiff. A true and correct copy of the Statement of Account is attached hereto as Exhibit "A".


4. All the credits to which the defendant(s) is entitled have been applied and there remains a balance due in the amount of \$4,779.37.

5. Plaintiff has made demand upon the defendant(s) for payment of the balance due of \$4,779.37 but the defendant(s) has failed and refused and still refuses to pay the same or any part thereof.

WHEREFORE, plaintiff claims of the defendant(s) the sum of \$4,779.37 at the rate of 24.99% from the date of May 29, 2003,

together with costs and attorney fees.

GORDON & WEINBERG, P.C.

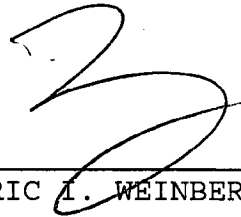
BY: 
FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE
Attorney for Plaintiff

P01E

VERIFICATION

FREDERIC I. WEINBERG, ESQUIRE, hereby states that he is the attorney for the Plaintiff(s) in this action and verifies that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief.

The undersigned understands that the statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, consisting of a stylized 'F' and 'W' combined into a single fluid stroke.

FREDERIC I. WEINBERG, ESQUIRE

EXHIBIT "A"

ADVANTA BUSINESS CARD AGREEMENT

This is the Advanta Business Card Agreement ("Agreement"). THIS DOCUMENT IS A FINAL EXPRESSION OF THE AGREEMENT BETWEEN YOU AND US THAT GOVERNS YOUR ACCOUNT AND MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT OR OTHER WRITTEN AGREEMENT. Please read it and keep it for your records. By accepting, signing or using an Advanta Business Card, you will be agreeing to everything written here. Your use of the Card and any Cardmember Account Service or Product will be governed by this Agreement as it may be amended from time to time. In this Agreement the words "you", "your", "yours" and "Cardmember" mean the person named on the Advanta Business Card, the Signing Individual, the Business and any other legal entity or person who is contractually liable for the Business and any other legal entity or person who is contractually liable for the Business. The term "Signing Individual" means the owner, officer, employee or agent of the Business who authorized the opening of the Card and the issuance of Cards to Cardmembers. The words "we", "us" and "us" refer to Advanta Bank Corp., its successors and assigns. The word "Business" means the proprietorship, partnership, corporation or other business entity in whose name the Account is established and its successors and assigns. The words "Card" or "Cards" mean the business credit card(s) issued by us. The term "Convenience Checks" means any checks, drafts or other instruments that we issue or provide for your use, or that we honor, in charging your Account. The term "Cash Advance" means a cash advance obtained through any participating affiliated automatic teller machine ("ATM") or any financial institution or other establishment authorized to process or grant cash advances and also included for purposes of computation of Finance Charges, all Convenience Checks and other cash-equivalent transactions including (but not limited to) transfers, taxes, court costs, fines, insurance premiums, money orders, savings bonds, wire transfer orders, charitable and political contributions, and other transactions with cash-equivalent merchants. The term "Balance Transfer" means any transfer of an account balance from another account of yours to your Account. The word "Account" means the sole or joint Business Card Account that we open for you. The Signing Individual, the Business and any Cardmember using the Account agree jointly and individually to be bound by the terms of this Agreement. By using the Card and/or the Convenience Checks issued by us, the Signing Individual designated herein and the Business (a) request that an Account be opened in the name of the Business, (b) request that Cards be issued on that Account as indicated in the application on file and any other application, (c) authorize the receipt and exchange of credit information on the Signing Individual, the Business and all Cardmembers, (d) agree to be liable for all charges to the Account, (e) agree to be bound by the terms and conditions of this Agreement, and (f) represent and agree that THE ACCOUNT AND ALL CASH ADVANCES WILL BE USED ONLY FOR COMMERCIAL OR BUSINESS PURPOSES AND MAY NOT BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. You understand and agree that the Business is liable to us for all charges and fees on the Account made in connection with all Cards issued to the Business and to any other Cardmembers who were approved to have Cards by the Signing Individual. If you are the Signing Individual, you understand and agree that you are personally liable to us for all such charges and fees on the Account made in connection with all Cards issued to the Business and to any other Cardmembers whom you approved to have Cards, even though we may send bills to the Business and not you. If you are a Cardmember, you understand and agree that you are personally liable to us for all charges and fees on the Account made in connection with the Individual Card issued to you, even though we may send bills to the Business and not to you.

1. ACCOUNT ACTIVATION: FOR YOUR CONVENIENCE AND AT YOUR REQUEST, WE HAVE OPENED THIS ACCOUNT AND ISSUED THE CARD(S) TO YOU WITHOUT GETTING THIS AGREEMENT SIGNED BY YOU. WE ARE SENDING YOU A COPY OF THIS AGREEMENT FOR YOUR RECORDS AND FOR YOUR REVIEW UPON THE OPENING AND/OR CONTINUED USE OF THE ACCOUNT. WE HAVE GIVEN YOU AN OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH US BEFORE YOU USE THE ACCOUNT. YOU AUTOMATICALLY ACCEPT AND AGREE TO THE TERMS OF THIS AGREEMENT ONCE YOU USE YOUR ACCOUNT BY MAKING A CASH ADVANCE, WRITING A CHECK, TRANSFERRING A BALANCE, TAKING A CASH ADVANCE, OR OTHERWISE USING THE CREDIT OFFERED HEREIN, EVEN THOUGH THIS AGREEMENT WILL NOT BE SIGNED BY YOU. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT OR TO ACTIVATE THE ACCOUNT, CUT THE CARD IN HALF AND RETURN IT TO US AT OUR ADDRESS SHOWN IN PARAGRAPH 5 BELOW. This Account is established to enable you to obtain goods and/or services from businesses that honor the Card and Convenience Checks. Additionally, the Account is established to enable you to receive cash advances through any participating affiliated automatic teller machines (each an "ATM") or any financial institutions or other establishments authorized to process and grant cash advances (each, a "Cash Advance"). All Convenience Checks will be treated as Cash Advances for the purpose of computing Finance Charges regardless of how they are used. Convenience Checks paid by us will not be returned to you.

2. CREDIT LIMIT: We will establish a maximum monetary credit limit for the Account ("Credit Limit"). The Credit Limit is specified in the Account acceptance letter and on each periodic billing statement. Your outstanding balance is not to exceed the Credit Limit. If you exceed your Credit Limit, we can still charge you for all purchases and Cash Advances without giving up any of our rights and we understand that our transactions will be subject to the same terms as the Credit Limit.

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or change Cardmembers. In the event of a delinquency of a Cardmember, a minimum of five (5) business days will be required and you, the Business and any non-affected Cardmembers will make all attempts to obtain the delinquent Cardmember's Card and Convenience Checks. You, the Business and any non-affected Cardmembers will be liable for all charges made by the delinquent Cardmember until we have a chance to restrict access to the Account by the delinquent Cardmember.

34. CARD REMAINS OUR PROPERTY: You understand that each Card issued by us remains our property and we can revoke your right to use it at any time. We can do this with or without cause and with or without giving you notice. If your Card is revoked or expires you must return it upon our request. Also, if the Business or any entity or person that accepts the Card asks you to surrender an expired or revoked Card, you must do so. You may not use the Card after it has expired, after it has been revoked, or after your employment with the Business has been terminated.

35. ARBITRATION DISCLOSURE: By applying for credit with us or using your Account, you agree that if a dispute of any kind arises out of your application for credit or out of the existence or use of this Agreement or your Account, either you or we or any other party that may be involved can choose to have that dispute resolved by binding arbitration. If arbitration is chosen, it will be conducted pursuant to the Code of Procedure of the National Arbitration Forum. If you have questions about the National Arbitration Forum, or visit to see their rules and forms, you can call them toll-free at (800) 474-2371 or visit their website at www.arbitration-forum.com. IF ANY PARTY TO ANY SUCH DISPUTE CHOOSES ARBITRATION, NEITHER YOU NOR WE OR ANY OTHER PARTY WILL HAVE THE RIGHT TO LITIGATE OR APPEAR IN COURT BEFORE A JUDGE OR JURY, OR TO ENGAGE IN PRE-HEARING DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS. THE ARBITRATOR'S DECISION WILL GENERALLY BE FINAL AND BINDING. OTHER RIGHTS THAT YOU WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND THE ARBITRATION PROVISION (BELOW) BEFORE APPLYING TO US FOR NEW CREDIT OR USING OR CONTINUING TO USE YOUR ACCOUNT.

36. ARBITRATION PROVISION: Any claim, dispute or controversy (whether stated in contract, tort or otherwise) arising from or relating to the Agreement or the relationships that led up to and result from this Agreement, including, without limitation, any advertisements, promotions, and oral or written statements related to your Account, any application for credit and any prior agreements between us, and any claim, application for credit and any prior agreements between us, or of this Agreement, no matter by or against whom the claim is made, whether by or against either of us or (to the full extent permitted by law), by or against any employees, agents, representatives or assigns of either of us or any involved third party, (a "Claim") shall, at the election of you or us or any such third party, be resolved by binding arbitration pursuant to this Arbitration Provision conducted by the National Arbitration Forum, a neutral arbitrator headquartered in Minneapolis, Minnesota which provides arbitration services nationwide. Any arbitration pursuant to this Arbitration Provision shall be conducted under the Code of Procedure of the National Arbitration Forum in effect at the time a claim is filed (the "Code") which Code is incorporated herein by reference. [Notwithstanding anything to the contrary contained in the Code, for any Claim involving an amount equal to or greater than \$75,000, either of us or any third party may require that the Claim be heard by a panel of three arbitrators, selected according to the Code. A single arbitrator will decide any Claim involving an amount less than \$75,000. Arbitration can be elected at any time on any Claim, regardless of whether a lawsuit has been filed in court (unless that suit has resulted in a judgment), and a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party or parties. There shall be no authority for any Claim to be arbitrated on a class action basis. An arbitration proceeding can only decide your or our Claim(s) and may not consolidate or join Claims of other persons no matter how similar. An arbitrator may award a prevailing party its fees and costs pursuant to applicable law. Any arbitration hearing that you attend will take place in the federal judicial district in which you reside. Rules and forms of the National Arbitration Forum, including a schedule of fees, may be obtained by calling (800) 474-2371, or by visiting the National Arbitration Forum's website at www.arbitration-forum.com. At your request, we will advance the first \$100 of the filing and hearing fees for any Claim which you may file against us. The arbitrator will decide whether we or you will ultimately be responsible for paying those fees. This Arbitration Provision relates to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA"). The arbitrator shall apply relevant law and provide written, reasonable findings of fact and conclusions of law, as provided by the Code, and judgement on an arbitration award may be entered in any court having jurisdiction. This Arbitration Provision shall survive repayment of your extension of credit and termination of your Account. If any portion of this Arbitration Provision is deemed invalid or unenforceable under the FAA or any other applicable law, that fact will not invalidate the remaining portions of this Arbitration Provision.

37. TERMINATION OF ATM PRIVILEGES: We may terminate or block the use of any Card at any ATM, at our discretion, when we reasonably believe that there is unusual activity on the Card or the Account or if you are in default of this Agreement.

38. OTHER SERVICES: You understand that from time to time third parties may offer you additional features, services, and enhancements, including, but not limited to, credit life, disability, or unemployment insurance, common carrier travel insurance, credit card registration for lost or stolen credit cards, emergency cash service, address change service, and other credit and travel-related services. You understand that we are not liable for any aspect of those offers or these features, services, and enhancements, and they are the sole responsibility of the third parties. You agree to hold us harmless from any claims, actions, or damages resulting from those offers or your application for or use of any of these features, services, enhancements, or services, when permitted by applicable law. If you elect to apply for or use any of the foregoing, you authorize us to charge the premium, fee or other charge to the Account as a purchase.

39. CREDIT PROTECTION AND CREDIT INSURANCE: If you choose to become enrolled under a Credit Protection or Credit Insurance plan which we make available, an amendment to this Agreement (for Credit Protection) or a Certificate of Insurance will be issued to you. You agree that your Account may be assessed the applicable monthly charge or premium. The charge or premium will be computed on the New Balance and shown as a purchase on your statement each month. Should you fail to make the required payment on your Account for a predetermined number of consecutive billing cycles, this Credit Protection or Credit Insurance may be canceled. You understand that the purchase of Credit Protection or Credit Insurance is voluntary and is not required for the extension of credit.

40. SPECIAL PROGRAMS: From time to time we may offer special programs for the Account. Normal late payment charges, returned check charges and other provisions shall apply to any Special Program unless inconsistent with a particular Special Program offering. The particular features of such programs may vary from time to time and use of the Account in accordance with the terms of the Special Program constitutes acknowledgment of and agreement to the terms of the offering without formal modification or amendment to this Agreement.

41. CONTROLLING LAW AND JURISDICTION: This Agreement shall be governed solely by and interpreted entirely in accordance with the laws of the State of Utah unless such laws are superseded by the banking laws of the United States, regardless of where you reside. We will process the Account application, make the decision to open the Account and advance credit for you from our Utah offices. You agree that all terms, conditions, and other provisions relating to the method of determining the balance upon which the interest rate or Finance Charges are applied, and other terms of this Agreement, shall be deemed to be material to the determination of the interest rate. YOU CONSENT TO PERSONAL JURISDICTION IN THE STATE AND FEDERAL COURTS OF UTAH AND AGREE THAT ANY LAWSUIT PERTAINING TO THE ACCOUNT MUST BE BROUGHT ONLY IN SUCH COURTS IN UTAH, REGARDLESS OF WHO FILES THE SUIT, UNLESS ANY PARTY ELECTS ARBITRATION PURSUANT TO THE ARBITRATION PROVISION IN THIS AGREEMENT.

42. SEVERABILITY: The invalidity or unenforceability of any one or more provisions of this Agreement shall in no way affect any other provision.

43. ASSIGNMENT OF ACCOUNT: This Account may be sold or assigned by us without notice. You may not assign to anyone the Account or any of your rights or obligations under this Agreement.

44. STOPPING CONVENIENCE CHECK PAYMENTS: Due to the nature of Convenience Checks, we cannot effectively stop payment on them. Although we may attempt to do so, we are under no liability for failure to complete same.

45. AUTHORIZATIONS: We reserve the right to limit the amount we will authorize for a purchase, Cash Advance or other Account transaction. We are not responsible for refusal by an ATM, merchant, financial institution or other person to honor your Card or Convenience Checks.

46. AUTOMATIC TELLER MACHINE CASH ADVANCES: Cash Advances may not exceed the lesser of the local ATM limit (if any), \$750 per day or the Credit Limit. A receipt from an ATM may not indicate that the transaction was conducted with a Card. Regardless of the information contained on the receipt, any withdrawal at an ATM made with the Card will be processed by us as a Cash Advance.

47. TERMINATION OF ATM PRIVILEGES: We may terminate or block the use of any Card at any ATM, at our discretion, when we reasonably believe that there is unusual activity on the Card or the Account or if you are in default of this Agreement.

48. OTHER SERVICES: You understand that from time to time third parties may offer you additional features, services, and enhancements, including, but not limited to, credit life, disability, or unemployment insurance, common carrier travel insurance, credit card registration for lost or stolen credit cards, emergency cash service, address change service, and other credit and travel-related services. You understand that we are not liable for any aspect of those offers or these features, services, and enhancements, and they are the sole responsibility of the third parties. You agree to hold us harmless from any claims, actions, or damages resulting from those offers or your application for or use of any of these features, services, enhancements, or services, when permitted by applicable law. If you elect to apply for or use any of the foregoing, you authorize us to charge the premium, fee or other charge to the Account as a purchase.

49. CREDIT PROTECTION AND CREDIT INSURANCE: If you choose to become enrolled under a Credit Protection or Credit Insurance plan which we make available, an amendment to this Agreement (for Credit Protection) or a Certificate of Insurance will be issued to you. You agree that your Account may be assessed the applicable monthly charge or premium. The charge or premium will be computed on the New Balance and shown as a purchase on your statement each month. Should you fail to make the required payment on your Account for a predetermined number of consecutive billing cycles, this Credit Protection or Credit Insurance may be canceled. You understand that the purchase of Credit Protection or Credit Insurance is voluntary and is not required for the extension of credit.

50. SPECIAL PROGRAMS: From time to time we may offer special programs for the Account. Normal late payment charges, returned check charges and other provisions shall apply to any Special Program unless inconsistent with a particular Special Program offering. The particular features of such programs may vary from time to time and use of the Account in accordance with the terms of the Special Program constitutes acknowledgment of and agreement to the terms of the offering without formal modification or amendment to this Agreement.

51. CONTROLLING LAW AND JURISDICTION: This Agreement shall be governed solely by and interpreted entirely in accordance with the laws of the State of Utah unless such laws are superseded by the banking laws of the United States, regardless of where you reside. We will process the Account application, make the decision to open the Account and advance credit for you from our Utah offices. You agree that all terms, conditions, and other provisions relating to the method of determining the balance upon which the interest rate or Finance Charges are applied, and other terms of this Agreement, shall be deemed to be material to the determination of the interest rate. YOU CONSENT TO PERSONAL JURISDICTION IN THE STATE AND FEDERAL COURTS OF UTAH AND AGREE THAT ANY LAWSUIT PERTAINING TO THE ACCOUNT MUST BE BROUGHT ONLY IN SUCH COURTS IN UTAH, REGARDLESS OF WHO FILES THE SUIT, UNLESS ANY PARTY ELECTS ARBITRATION PURSUANT TO THE ARBITRATION PROVISION IN THIS AGREEMENT.

52. SEVERABILITY: The invalidity or unenforceability of any one or more provisions of this Agreement shall in no way affect any other provision.

lease and/or verify information to us at any time. You agree to promptly provide us such financial information about yourself and the Business and/or its principals (corporate officers, general partners or owners, as applicable) as we may request from time to time, and permit us to inspect, confirm and copy your books and records at any time during your normal business hours. The Business agrees to promptly provide us such certifications about its continued existence, good standing, as well as its continuing authority to borrow, as we may request from time to time.

22. ACCOUNT INFORMATION: You authorize us to release information from your records regarding the Account (a) to comply with any subpoena issued by any state or federal law agency or court, (b) to provide information about the Account to any of our affiliated companies (that is, companies which are part of your Advanta corporate family), (c) to make information from our customer lists, including your name, available by sale or otherwise to third parties, and (d) to provide responses to any third party who we reasonably believe is conducting a proper inquiry. You agree that we may provide certain information from consumer reporting agencies about you and the Accounts to our affiliated companies. If you do not wish us to provide such information to our affiliated companies, you may advise us at our address in paragraph 5.

23. ASSIGNMENT OF ACCOUNT: This Account may be sold or assigned by us without notice. You may not assign to anyone the Account or any of your rights or obligations under this Agreement.

24. STOPPING CONVENIENCE CHECK PAYMENTS: Due to the nature of Convenience Checks, we cannot effectively stop payment on them. Although we may attempt to do so, we are under no liability for failure to complete same.

25. AUTHORIZATIONS: We reserve the right to limit the amount we will authorize for a purchase, Cash Advance or other Account transaction. We are not responsible for refusal by an ATM, merchant, financial institution or other person to honor your Card or Convenience Checks.

26. AUTOMATIC TELLER MACHINE CASH ADVANCES: Cash Advances may not exceed the lesser of the local ATM limit (if any), \$750 per day or the Credit Limit. A receipt from an ATM may not indicate that the transaction was conducted with a Card. Regardless of the information contained on the receipt, any withdrawal at an ATM made with the Card will be processed by us as a Cash Advance.

27. TERMINATION OF ATM PRIVILEGES: We may terminate or block the use of any Card at any ATM, at our discretion, when we reasonably believe that there is unusual activity on the Card or the Account or if you are in default of this Agreement.

28. OTHER SERVICES: You understand that from time to time third parties may offer you additional features, services, and enhancements, including, but not limited to, credit life, disability, or unemployment insurance, common carrier travel insurance, credit card registration for lost or stolen credit cards, emergency cash service, address change service, and other credit and travel-related services. You understand that we are not liable for any aspect of those offers or these features, services, and enhancements, and they are the sole responsibility of the third parties. You agree to hold us harmless from any claims, actions, or damages resulting from those offers or your application for or use of any of these features, services, enhancements, or services, when permitted by applicable law. If you elect to apply for or use any of the foregoing, you authorize us to charge the premium, fee or other charge to the Account as a purchase.

29. CREDIT PROTECTION AND CREDIT INSURANCE: If you choose to become enrolled under a Credit Protection or Credit Insurance plan which we make available, an amendment to this Agreement (for Credit Protection) or a Certificate of Insurance will be issued to you. You agree that your Account may be assessed the applicable monthly charge or premium. The charge or premium will be computed on the New Balance and shown as a purchase on your statement each month. Should you fail to make the required payment on your Account for a predetermined number of consecutive billing cycles, this Credit Protection or Credit Insurance may be canceled. You understand that the purchase of Credit Protection or Credit Insurance is voluntary and is not required for the extension of credit.

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31. CONTROLLING LAW AND JURISDICTION: This Agreement shall be governed solely by and interpreted entirely in accordance with the laws of the State of Utah unless such laws are superseded by the banking laws of the United States, regardless of where you reside. We will process the Account application, make the decision to open the Account and advance credit for you from our Utah offices. You agree that all terms, conditions, and other provisions relating to the method of determining the balance upon which the interest rate or Finance Charges are applied, and other terms of this Agreement, shall be deemed to be material to the determination of the interest rate. YOU CONSENT TO PERSONAL JURISDICTION IN THE STATE AND FEDERAL COURTS OF UTAH AND AGREE THAT ANY LAWSUIT PERTAINING TO THE ACCOUNT MUST BE BROUGHT ONLY IN SUCH COURTS IN UTAH, REGARDLESS OF WHO FILES THE SUIT, UNLESS ANY PARTY ELECTS ARBITRATION PURSUANT TO THE ARBITRATION PROVISION IN THIS AGREEMENT.

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36. AUTOMATIC TELLER MACHINE CASH ADVANCES: Cash Advances may not exceed the lesser of the local ATM limit (if any), \$750 per day or the Credit Limit. A receipt from an ATM may not indicate that the transaction was conducted with a Card. Regardless of the information contained on the receipt, any withdrawal at an ATM made with the Card will be processed by us as a Cash Advance.

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ORGANIZATION OR IS AN EMPLOYEE OF A BUSINESS OR ORGANIZATION WHICH PROVIDES CREDIT CARDS ISSUED BY US TO TEN (10) OR MORE OF ITS EMPLOYEES, THEN THE CARDMEMBER WHICH IS A BUSINESS OR ORGANIZATION AGREES THAT SAID CARDMEMBER'S LIABILITY FOR UNAUTHORIZED USE OCCURRING PRIOR TO SUCH NOTIFICATION IS UNLIMITED.

6. PAYMENT: If you have a balance and are not in default, we will send a periodic billing statement to the person whose name first appeared on the Account application as "Applicant", unless a change has been requested by that person or an authorized Cardmember. We may, at our option, send you your periodic billing statements electronically. You agree to pay for all Amounts Due on the Account until paid in full and to make all payments by check or money order to us at the location specified on your periodic billing statement in U.S. Dollars payable through a U.S. financial institution. You agree not to make any payment on the Account with a Cash Advance or Convenience Check from the Account. Application of payment amounts to the various components of any Amounts Due will be at our discretion. You can pay your new balance in full each month or you can pay it in monthly installments. If you decide to pay in installments, you must pay at least the minimum payment shown on your periodic billing statement. The minimum payment due will be (i) 2.25% of the outstanding balance on the Account (rounded to the nearest whole dollar) excluding any amount that is past due plus late and overlimit fees and charges, if any, charged to the Account by us, or \$10, whichever amount is greater, plus (2) any amount that is past due, plus (3) the amount of the late and overlimit fees and charges, if any, charged to the Account by us. If the "New Balance" is less than \$10 you pay only the balance. In addition, if the New Balance on the Account less the minimum payment due exceeds the Credit Limit, the difference between such amounts may be added to your required minimum payment due with the total shown on the periodic billing statement as your required minimum payment due. Finance Charges will continue to be assessed during any period when there is an outstanding Account balance. Payments and credits posted after your Payment Due Date or totaling less than the entire balance owing will reduce the balance owing as of the date posted (and the Average Daily Balance), but will not avoid Finance Charges. Payment greater than the minimum payment due or additional payments may be made at any time without a prepayment penalty but shall not relieve you of your obligation to pay the next succeeding periodic payment(s). We can accept late or partial payments, as well as payments that are marked "paid in full" or with other restrictive endorsements, without losing any of our rights under this Agreement. Payments you make on the Account are to be mailed to the address shown on your periodic billing statement. Payment must be received by us at that address on or before the Payment Due Date stated on your periodic billing statement. Payments tendered to and accepted by us or our agent at a location other than the location stated on your periodic billing statement are not effective until received by us at the location specified. If a payment is returned to us as unpaid or uncredited for any reason, for the next (6) months all payments we receive on your Account will decrease your outstanding Credit Limit for a period of (14) days after the payment is posted. If we accept a payment for an amount in excess of your outstanding balance, the available Credit Limit will not be increased by the amount of such overpayment nor shall we be required to authorize transactions for an amount in excess of the Credit Limit.

7. FEES AND CHARGES: See Card Carrier to review Supplemental Terms and Conditions for fees and charges.

8. FINANCE CHARGES: See Card Carrier to review Supplemental Terms and Conditions for finance charges.

9. BALANCE COMPUTATION METHOD: Average Daily Balances are calculated separately for Cash Advances and purchases. We calculate each Average Daily Balance as follows: For each day in the billing cycle we take that day's beginning balance for Cash Advances and purchases (an amount that includes accrued and/or unpaid Finance Charges, fees and other charges from previous billing cycles) and add any new Cash Advances, purchases, or other debits to the appropriate balance. We also add to each such balance an interest amount equal to the previous day's ending balance of Cash Advances and purchases multiplied by the applicable Daily Periodic Rate. We then subtract from the appropriate balance any payments or credits posted that day. This gives us the daily balance for Cash Advances and purchases. We then add all of the daily balances separately (excluding days which end with a credit balance), and divide each sum by the number of days in the billing cycle. This gives us the Average Daily Balance for Cash Advances and purchases. All fees charged to your Account are added to the appropriate balance.

10. EVENTS OF DEFAULT: You will be in default of this Agreement if any of the following occur: (a) you do not make the required minimum periodic payment on the Account by the Payment Due Date, (b) you fail to pay as agreed or otherwise default on any other obligation you have with us, (c) you break any of your promises under this Agreement, (d) you become generally unable to pay your debts, or cease doing business as a going concern, (e) any other creditor files by legal process to take money of yours in our possession, (f) you provided us with any false or misleading information or signatures in connection with the Account or its credit application or any other account with us, (g) you die, (h) the filing of a petition or starting of other proceedings under the federal Bankruptcy Code or any state insolvency statute by or against you, (i) the Credit Limit of the Account is exceeded, (j) we believe, in good faith, that the chances of your paying or performing all your obligations under this Agreement have been impaired, or (k) any of the above (a) through (j) happens to or is applicable to any guarantor of the Account.

11. RIGHTS UPON AN EVENT OF DEFAULT: If any event of default occurs, we may do any or all of the following: (a) declare the outstanding balance owing on the Account to be immediately due and payable without notice, (b) allow you to repay the Account subject to the terms and conditions of this Agreement, (c) refuse to pay any Convenience Checks or other withdrawals or charges, (d) immediately terminate Account credit privileges without notice, and/or (e) suspend the availability of the Account regardless of whether you receive notice of suspension. Upon demand, you will immediately pay the outstanding Account balance in full and return all Cards and Convenience Checks upon request. See Card Carrier to review default pricing in paragraph 8.

12. AMENDMENT/CHANGE IN TERMS: We have the right to change, amend, add or delete terms of this Agreement including changes that affect existing balances or Finance Charges or APRs upon fifteen (15) days prior written notice, if required by law. Any changed, amended or added fee, charge, interest rate, Finance Charge, APR, or minimum payment amount, whether increased or decreased, shall be effective as to both the outstanding Account balance and future transactions unless our notice specifically provides otherwise. We consider that you have accepted the changes if you keep or use the Card or the Account after we sent the notice.

13. ERRORS: We will send you a periodic statement for each monthly billing cycle when there is any debit or credit. You agree to notify us if you do not or when a finance charge has been imposed. You agree to notify us if you do not receive any particular statement. Unless you notify us in writing of any alleged errors within 60 days of the date appearing on the statement, we will consider the statement correct for all purposes.

14. NON-DEFAULT TERMINATION OF ACCOUNT - REDUCTION OF CREDIT: We may terminate the Account or reduce the Credit Limit at any time upon sending written notice to you at the last address shown on our records, or any part of this Agreement. Your rights under the Account will be terminated or modified accordingly. In the event the Account is terminated or the Credit Limit reduced, you must continue to make each required periodic payment until the Account is paid in full unless payment of the Account balance is demanded. This Account, until paid in full, shall also continue to be subject to any amendment made to this Agreement pursuant to paragraph 12 including changes to the APR, fees, charges and/or any payment requirements.

15. CLAIMS: You agree to assert all defenses, complaints, rights and claims ("Claims") which you may have relating to goods or services purchased through the use of the Account only against the merchant or other person selling or providing those goods or services and not against us. You agree that regardless of the existence of any such Claims, you will be liable to us as your Account provides and without any exception, and we will not be responsible for any such Claims you may have.

16. RETENTION OF DRAFTS: At the time of obtaining each Cash Advance (except for ATM transactions) or making of a purchase or credit transaction, you agree to sign and retain a copy of the draft or other document which accurately evidences the transaction. The absence of your signature on such a draft or document does not relieve you from liability for an amount properly charged on the Account.

17. COLLECTION: You agree that if you do not pay on the Account as agreed, you will accept calls from us at your home and your place of business regarding collection of the Account. You understand that those calls could be automatically dialed and a recorded message may be played. You agree such calls will not be "unsolicited" calls for purposes of applicable state or federal laws.

18. CARD AND CONVENIENCE CHECK USE AFTER REVOCATION: Use of the Card and Convenience Checks after notice of revocation is fraudulent and may be subject to prosecution under applicable laws.

19. CANCELLATION: You can cancel the Account by delivering to us, in person or by mail, a written notice to do so. Upon giving us your cancellation request, you agree that you will not use the Account to obtain additional credit of any sort, and that you will promptly destroy all Cards and Convenience Checks by cutting them in half and returning to us at the address in paragraph 5 above. Any one Cardmember may give us written or oral notice without the need for all Cardmembers to do so. Cancellation of the Account shall not affect your obligation to pay any amount due and owing on the Account at the time of cancellation or properly accruing thereafter, and you will continue to be bound to pay the balance of the Account under the terms of this Agreement until the Account is paid in full. The Account, until paid in full, shall also continue to be subject to any amendment made to this Agreement pursuant to paragraph 12 including changes to the APR, fees, and/or payment requirements.

20. ADDRESSES - NOTICES - ACTIONS: If you move, write your new address on the payment stub of the periodic statement or give us some other written or oral notice so that we may change our records. You agree that whenever we are required to give you notice we may conclusively presume that we have given it to you if we mail it to you at the last address known to us as shown on our records. If you have a joint Account, all notices regarding the Account can be given to any Cardmember, and any action taken or agreement made by any such Cardmember shall bind all Cardmembers.

21. CREDIT INVESTIGATION: You authorize us at any time (both before and after the Account has been opened) to make whatever credit investigation we believe is proper to evaluate your credit, financial standing and employment history (but not limited to) ordering and receiving reports from credit bureaus on you, the business and any Cardmembers, and you authorize us to report and exchange our credit experience with you to, and respond to inquiries from, credit bureaus and other creditors we reasonably believe are doing business with you.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100413
NO: 05-539-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC
vs.
DEFENDANT: JACQUELINE HEPBURN

SHERIFF RETURN

NOW, April 22, 2005 AT 11:40 AM SERVED THE WITHIN COMPLAINT ON JACQUELINE HEPBURN DEFENDANT AT 12 OVERDORF AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JACQUELINE HEPBURN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

FILED

APR 27 2005

0/3105/1
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GORDON	8934	10.00
SHERIFF HAWKINS	GORDON	8934	33.39

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

This is my second
request for a hearing

I received this letter
marked page ① saying a
judgement is about to be
entered against me because I
did not respond to the court.
I did respond to the court
as soon as I got the letter
from the court. I am requesting
a hearing again. I am
not in default with Advanta
anymore. I made arrangements
with them to make lower
payments of \$100.00 a month
which I have been paying.
I am also enclosing the
first letter and copies that
I sent to you requesting a
hearing. I can't afford a lawyer I
will defend Jackie Hepburn
myself

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PAUL M. SCHOFIELD, JR., ESQUIRE
Identification No.: 81894
21 SOUTH 21ST STREET
PHILADELPHIA, PA 19103
215/988-9600

Page ①

Cavalry Portfolio Services, LLC as
assignee of Cavalry SPV I, LLC, as
assignee of Advanta

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn

NOTICE OF INTENTION TO TAKE DEFAULT

TO/PARA :

Jacqueline Hepburn
12 Overdorf Avenue
Du Bois PA 15801

DATE OF NOTICE/FECHA DEL AVISO: May 17, 2005

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN 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.

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

GORDON & WEINBERG, P.C.

BY: 

FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE

2014704

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF
DAMAGES HEARING REQUIRED.

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PAUL M. SCHOFIELD, JR., ESQUIRE
Identification No.: 81894
21 SOUTH 21ST STREET
PHILADELPHIA, PA 19103
215/988-9600

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC, as assignee of Advanta
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
12 Overdorf Avenue
Du Bois PA 15801

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

APR 18 2005

Attest.

William L. R.
Prothonotary/
Clerk of Court

NOTICE

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 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 JUDGEMENT 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.

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

I did have an outstanding balance with Advanta. but they agreed to except lower payments of \$100.00 a month and reinstate my account my payments are now current
See enclosed check.

Jacqueline Hepburn

✓ Track Your Expenses...

- ☐ Mortgage / Rent
☐ Gas / Electric
☐ Telephone
☐ Food
☐ Clothing
☐ Transportation
☐ Credit Card
☐ Taxes
☐ Insurance
☐ (Life, Home, Auto)
☐ Home Improvement
☐ (Maintenance, Repairs)
☐ Other _____
☐ Entertainment & Travel
☐ Medical / Dental
☐ Dependent Care
☐ Savings & Investment

DO NOT USE
FOR REORDERING

592

4-19-05

Advanta
Unchained

- Here's How:
 • Carry balance forward
 • Check type of expense
 • Add details on memo line
 • Retain duplicates in Deluxe Check box

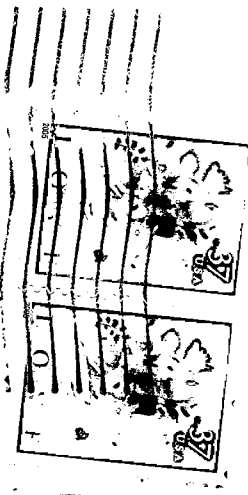
Memo

THIS PAYMENT	100.00
BALANCE	
OTHER	
BAL. FORD	1

NOT NEGOTIABLE

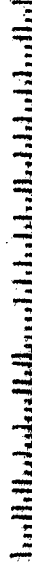
WD-DUP (2)

JACQUELINE HEPBURN
12 OVERDORF AVE
DUBAIS PA 15804



DAVID S. MEHOLICK
CLEARFIELD County Courthouse
CLEARFIELD PA 16830

16830/2445



GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PAUL M. SCHOFIELD, JR., ESQUIRE
Identification No.: 81894
21 SOUTH 21ST STREET
PHILADELPHIA, PA 19103
215/988-9600

FILED *Atty pd. 2000*
m/12:23 6/11
JUN 06 2005 *1cc Notice to Def.*
William A. Shaw
Prothonotary/Clerk of Courts *Statement to Atty*
6/11

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC, as assignee of Advanta

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

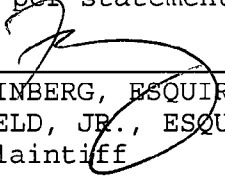
vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn

PRAECIPE FOR JUDGMENT

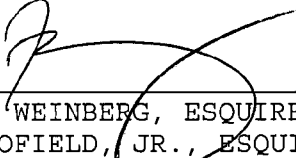
The Prothonotary will please enter Judgment in the above matter by default for want of an answer against the Defendant, Jacqueline Hepburn, and assesses the damages as per statement below.



FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE
Attorney for Plaintiff

Principal	\$4,779.37
Interest from September 7, 2004	
@24.99%	\$873.68
Total:	\$5,653.05


I hereby certify that written notice of the intention to file this Praecipe was mailed or delivered to the parties against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of this Praecipe.



FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE
Attorney for Plaintiff

Filed:
By the Prothonotary:

AND NOW, this 16th day of June, 2005 Judgment is entered in favor of the plaintiff(s) and against defendant, for want of an answer and damages assessed at the sum of , \$5,653.05 as per the above certification.



Prothonotary

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

PAUL M. SCHOFIELD, JR., ESQUIRE

Identification No.: 81894

21 SOUTH 21ST STREET

PHILADELPHIA, PA 19103

215/988-9600

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC, as assignee of Advanta

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn

CERTIFICATION OF ADDRESS

I hereby certify that the precise residence of the holder of the within judgment is; Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC, as assignee of Advanta and that the last known address of defendant, Jacqueline Hepburn, 12 Overdorf Avenue, Du Bois PA 15801.

GORDON & WEINBERG, P.C.

BY: 

FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE
Attorney for Plaintiff

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
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Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
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COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn

AFFIDAVIT OF NON-MILITARY SERVICE

FREDERIC I. WEINBERG, ESQUIRE, being duly sworn according to law, deposes and says that he represents the plaintiff in the above-entitled case; that he is authorized to make this affidavit on behalf of the plaintiff; and that the above-named defendant is over twenty-one years of age; that the address of the defendant is, 12 Overdorf Avenue, Du Bois PA 15801; that the occupation of the defendant is unknown; and that the defendant is not in the Military Service of the United States, nor any State or Territory thereof or its allies as defined in the Soldiers' and Sailors' Civil Relief Act of 1940 and the amendments thereto.

Sworn to and Subscribed

Before me this 1st Day
of June, 2005.

Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
JOHN V. McBRIDE, III, Notary Public
City of Philadelphia, Phila. County
My Commission Expires August 4, 2008

FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR. ESQUIRE
Attorney for Plaintiff

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PAUL M. SCHOFIELD, JR., ESQUIRE
Identification No.: 81894
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Cavalry Portfolio Services, LLC as
assignee of Cavalry SPV I, LLC, as
assignee of Advanta

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn

NOTICE OF INTENTION TO TAKE DEFAULT

TO/PARA :
Jacqueline Hepburn
12 Overdorf Avenue
Du Bois PA 15801

DATE OF NOTICE/FECHA DEL AVISO: May 17, 2005

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN 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.

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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.

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

GORDON & WEINBERG, P.C.

BY: 
FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE

2014704

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PAUL M. SCHOFIELD, JR., ESQUIRE
Identification No.: 81894
21 SOUTH 21ST STREET
PHILADELPHIA, PA 19103
215/988-9600

COPY

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC, as assignee of Advanta

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn

NOTICE

PURSUANT TO RULE 236 OF THE SUPREME COURT OF PENNSYLVANIA, YOU ARE
HEREBY NOTIFIED THAT A JUDGMENT BY DEFAULT HAS BEEN ENTERED AGAINST
YOU IN THE ABOVE PROCEEDING IN THE AMOUNT OF \$5,653.05. IF YOU HAVE
ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL GORDON & WEINBERG,
P.C. AT 215/988-9600.

GORDON & WEINBERG, P.C.

BY: _____

FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE
Attorney for Plaintiff

Dated: June 1, 2005

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

COPY

Cavalry Portfolio Services, LLC
Cavalry SPV I, LLC
Advanta
Plaintiff(s)

No.: 2005-00539-CD

Real Debt: \$5,653.05

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jacqueline Hepburn
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 6, 2005

Expires: June 6, 2010

Certified from the record this 6th day of June, 2005.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC, as assignee of Advanta 7
Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823

and

First Commonwealth Bank
14303 Clearfield Shawville
Highway
Clearfield, PA 16830

GARNISHEE

FILED *Atty pd. 20.00*
m/11:27/08
JUN 26 2008 *ICC to Atty*
William A. Shaw
Prothonotary/Clerk of Courts *2 CC & 6 writs*
to Sheriff
(610)

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue writ of execution in the above matter,
directed to the Sheriff of Clearfield County;

- (1) against
Jacqueline Hepburn
defendant(s) and
- (2) against
First Commonwealth Bank
garnishee(s)
- (3) AMOUNT DUE \$5,653.05
INTEREST
from June 6, 2005 \$921.47
COSTS
Prothonotary fee \$20.00
Sheriff fee \$100.00
- TOTAL** \$6,694.52

2 \$105.00 *Additional Prothonotary Costs*

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
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as assignee of Cavalry SPV I,
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Skyline Drive
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COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823

and

First Commonwealth Bank
14303 Clearfield Shawville
Highway
Clearfield, PA 16830

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. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached 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) Fill out the attached exemption claim form and demand for a prompt hearing; (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court 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, 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.

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

GORDON & WEINBERG, P.C.
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Skyline Drive
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COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823

and

First Commonwealth Bank
14303 Clearfield Shawville
Highway
Clearfield, PA 16830

GARNISHEE

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 \$300.00 statutory exemption be

[] (i) set aside in kind (specify property to be set
aside in kind):

[] (ii) 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 and basis of exemption): _____

I request a prompt Court hearing to determine the exemption.

Notice of the hearing should be given to me at: (include address and telephone)

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. Section 4904 relating to unsworn falsification to authorities.

DATE: _____ Defendant: _____

**THIS CLAIM TO BE FILED WITH THE
OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY:**

Sheriff of Clearfield County
P.O. Box 549
Clearfield, PA 16830
814/765-2641

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.

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

GORDON & WEINBERG, P.C.
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7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823

and

First Commonwealth Bank
14303 Clearfield Shawville Highway
Clearfield, PA 16830

GARNISHEE

INTERROGATORIES IN ATTACHMENT


TO: First Commonwealth Bank - GARNISHEE

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.

1. At the time you were served or at any subsequent time did you owe the defendant(s) any money or were you liable to the defendant on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason?
2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint 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 in 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(s) had an interest?

5. At any time before or after you were served did the defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and 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(s) or to any person or place pursuant to his(her, their) direction or otherwise discharge any claim of the defendant(s) 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 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. How much is the value of any property in your possession belonging to the defendant(s)?



FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

DATED: 6/12/08

COPY

GORDON & WEINBERG, P.C.
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CLEARFIELD COUNTY

vs.

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Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823

and

First Commonwealth Bank
14303 Clearfield Shawville
Highway
Clearfield, PA 16830

GARNISHEE

Commonwealth of Pennsylvania)
County of CLEARFIELD)

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

Jacqueline Hepburn

defendant(s)

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's(s) interest therein:
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of

First Commonwealth Bank
14303 Clearfield Shawville Highway
Clearfield, PA 16830- **GARNISHEE**

(specifically describe property)

and to notify the garnishee(s) 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 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 \$300.00 or less. If multiple accounts are attached, a total of \$300.00 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 42Pa.C.S. §8123.**

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

AMOUNT DUE	\$5,653.05
INTEREST	
from June 6, 2005	\$921.47
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>

TOTAL **\$6,694.52**

\$105.00 Additional Prothonotary Costs

Prothonotary

BY:

William L. Shay
Clerk

DATE:

June 26, 2008

If Social Security or Supplemental Income Funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

JOEL M. FLINK, ESQUIRE

Identification No.: 41200

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC, as assignee of Advanta 7
Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823

and

First Commonwealth Bank
14303 Clearfield Shawville
Highway
Clearfield, PA 16830

GARNISHEE

WRIT OF EXECUTION

(3) AMOUNT DUE	\$5,653.05
INTEREST	
from June 6, 2005	\$921.47
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>

TOTAL

\$6,694.52

FREDERIC I. WEINBERG, ESQUIRE &
JOEL M. FLINK, ESQUIRE
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

** 105.00 Additional Prothonotary
Costs*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 05-539-CD

CAVALRY PORTFOLIO SERVICES, LLC

VS

JACQUELINE HEPBURN

TO: FIRST COMMONWEALTH BANK, Garnishee

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVICE # 1 OF 1

SERVE BY: 07/07/2008 ASHP HEARING: PAGE: 104337

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

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW This 2nd day of July 2008 AT 9:05 AM PM SERVED THE WITHIN

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

BY HANDING TO VALERIE DELP, TSS

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 _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY Dep. George F. DeHaven
Deputy Signature

Dep. George F. DeHaven
Print Deputy Name

FILED

01/3:30/08
JUL 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104337

NO: 05-539-CD

SERVICES 1

WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC

vs.

DEFENDANT: JACQUELINE HEPBURN

TO: FIRST COMMONWEALTH BANK, Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GORDON	056796	10.00
SHERIFF HAWKINS	GORDON	056796	20.00

FILED

0/2:20 PM
JUL 07 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
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Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823

and

First Commonwealth Bank
14303 Clearfield Shawville
Highway
Clearfield, PA 16830

GARNISHEE

Commonwealth of Pennsylvania)
County of CLEARFIELD)

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

Jacqueline Hepburn

defendant(s)

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's('s) interest therein:
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of

First Commonwealth Bank
14303 Clearfield Shawville Highway
Clearfield, PA 16830- **GARNISHEE**

(specifically describe property)

and to notify the garnishee(s) 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 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 \$300.00 or less. If multiple accounts are attached, a total of \$300.00 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 42Pa.C.S. §8123.
- (3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify (him) such other person that he or she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE	\$5,653.05
INTEREST	
from June 6, 2005	\$921.47
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>
TOTAL	\$6,694.52

\$105.00 Additional Prothonotary Costs

Prothonotary

Received this writ this 26 day BY: Willie L. Hays
of June A.D. 2008
At 3:00 A.M./P.M.
Clerk

Christopher A. Hawkins
by Maurya Harris

DATE: June 26, 2008

If Social Security or Supplemental Income Funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

JOEL M. FLINK, ESQUIRE

Identification No.: 41200

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC, as assignee of Advanta 7
Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn

6220 ROUTE 219

BROCKPORT PA 15823

and

First Commonwealth Bank
14303 Clearfield Shawville
Highway
Clearfield, PA 16830

GARNISHEE

WRIT OF EXECUTION

(3) AMOUNT DUE	\$5,653.05
INTEREST	
from June 6, 2005	\$921.47
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>

TOTAL

\$6,694.52

FREDERIC I. WEINBERG, ESQUIRE &
JOEL M. FLINK, ESQUIRE
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

\$105.00 Additional Prothonotary Costs

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC, as assignee of Advanta 7
Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823

and

First Commonwealth Bank
14303 Clearfield Shawville
Highway
Clearfield, PA 16830

GARNISHEE

Commonwealth of Pennsylvania)
County of CLEARFIELD)

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

Jacqueline Hepburn

defendant(s)

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's(s) interest therein:
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of

First Commonwealth Bank
14303 Clearfield Shawville Highway
Clearfield, PA 16830- **GARNISHEE**

(specifically describe property)

and to notify the garnishee(s) 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 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 \$300.00 or less. If multiple accounts are attached, a total of \$300.00 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 42Pa.C.S. §8123.**
- (3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify (him) such other person that he or she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE	\$5,653.05
INTEREST	
from June 6, 2005	\$921.47
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>
TOTAL	\$6,694.52

\$105.00 Additional Prothonotary Costs

Prothonotary

Received this writ this 26 day BY: Willie L. Ray, Jr.
of June A.D. 2008
At 3:00 A.M./P.M.

Clerk

Chute A. Hawkins
Sheriff by Marilyn Harris DATE: June 26, 2008

If Social Security or Supplemental Income Funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

JOEL M. FLINK, ESQUIRE

Identification No.: 41200

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC, as assignee of Advanta 7
Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823

and

First Commonwealth Bank
14303 Clearfield Shawville
Highway
Clearfield, PA 16830

GARNISHEE

WRIT OF EXECUTION

(3) AMOUNT DUE	\$5,653.05
INTEREST	
from June 6, 2005	\$921.47
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>

TOTAL **\$6,694.52**

FREDERIC I. WEINBERG, ESQUIRE &
JOEL M. FLINK, ESQUIRE
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

*\$105.00 Additional Prothonotary
Costs*

defendant(s) had an interest?

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

RECEIVED
JUL 03 2008

Cavalry Portfolio Services, LLC as
assignee of Cavalry SPV I, LLC, as
assignee of Advanta
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

FILED

m 10:49a.m. GK NO CC

JUL 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823

and

First Commonwealth Bank
14303 Clearfield Shawville Highway
Clearfield, PA 16830

GARNISHEE

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

INTERROGATORIES IN ATTACHMENT

TO: First Commonwealth Bank - GARNISHEE

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.

1. At the time you were served or at any subsequent time did you owe the defendant(s) any money or were you liable to the defendant on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason?
2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint 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 in 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

EXHIBIT "A"
ANSWERS TO INTERROGATORIES

1. No
2. No
3. No
4. No
5. No
6. No
7. No
8. No
9. N/A

VERIFICATION

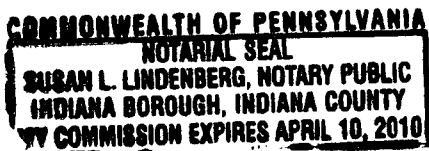
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF INDIANA)

On this 9th day of July 2008 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared JAMES BOYLE, who being duly sworn according to law, acknowledged that he is Vice President of First Commonwealth Bank, and that the facts set forth in the foregoing Interrogatories are true and correct to the best of his knowledge and belief.

James Boyle, Vice President
First Commonwealth Bank

Sworn and subscribed to before me
This 9th day of July 2008

Notary Public



2014704

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

FILED

AUG 01 2008

m/9:55
William A. Shaw
Prothonotary/Clerk of Courts
2 cert to Att

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC, as assignee of Advanta

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn

and

First Commonwealth Bank
Garnishee

PRAECIPE TO DISSOLVE ATTACHMENT

TO THE PROTHONOTARY:

Kindly dissolve the attachment of the defendant's bank account
with First Commonwealth Bank, as Garnishee in the above entitled
matter.

GORDON & WEINBERG, P.C.

BY: 

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

P011

014704

GORDON & WEINBERG, P.C.

BY: ,FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

JOEL M. FLINK, ESQUIRE

Identification No.: 41200

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

FILED

AUG 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

Any pd. 00.00
2 cc's to Sheriff
64

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC, as assignee of Advanta
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823

and

Farmers National Bank
861 Beaver Drive
DuBois, PA 15801

GARNISHEE

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue writ of execution in the above matter,
directed to the Sheriff of Clearfield County;

(1) against

Jacqueline Hepburn

defendant(s) and

(2) against

Farmers National Bank

garnishee(s)

(3) AMOUNT DUE

\$5,653.05

INTEREST

from June 6, 2005

\$1,272.86

COSTS

Prothonotary fee

\$20.00

Sheriff fee

\$100.00

TOTAL

\$7,045.91

132.00 Prothonotary costs - Add'l

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
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484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC, as assignee of Advanta
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823

and
Farmers National Bank
861 Beaver Drive
DuBois, PA 15801

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. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached 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) Fill out the attached exemption claim form and demand for a prompt hearing; (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court 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, 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.

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC, as assignee of Advanta
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823
and
Farmers National Bank
861 Beaver Drive
DuBois, PA 15801

GARNISHEE

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 \$300.00 statutory exemption be

[] (i) set aside in kind (specify property to be set
aside in kind):

[] (ii) 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 and basis of exemption):

I request a prompt Court hearing to determine the exemption.

Notice of the hearing should be given to me at: (include address and telephone)

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. Section 4904 relating to unsworn falsification to authorities.

DATE: _____ Defendant: _____

**THIS CLAIM TO BE FILED WITH THE
OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY:**

Sheriff of Clearfield County
P.O. Box 549
Clearfield, PA 16830
814/765-2641

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.

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

EXHIBIT "A"

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC as
assignee of Cavalry SPV I, LLC, as
assignee of Advanta
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823

and
Farmers National Bank
861 Beaver Drive
DuBois, PA 15801

GARNISHEE

INTERROGATORIES IN ATTACHMENT

TO: Farmers National Bank - GARNISHEE

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.

1. At the time you were served or at any subsequent time did you owe the defendant(s) any money or were you liable to the defendant on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason?
2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint 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 in 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(s) had an interest?

5. At any time before or after you were served did the defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and 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(s) or to any person or place pursuant to his(her, their) direction or otherwise discharge any claim of the defendant(s) 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 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. How much is the value of any property in your possession belonging to the defendant(s)?



FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

DATED: 6/18/09

COPY

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC, as assignee of Advanta
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823

and

Farmers National Bank
861 Beaver Drive
DuBois, PA 15801

GARNISHEE

Commonwealth of Pennsylvania)
County of CLEARFIELD)

WRIT OF EXECUTION - BANK ACCOUNT ONLY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

Jacqueline Hepburn

defendant(s)

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's('s) interest therein: **No Levy other than bank account**
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of

Farmers National Bank
861 Beaver Drive
DuBois, PA 15801- **GARNISHEE** - serve only

(specifically describe property)

and to notify the garnishee(s) 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 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 \$300.00 or less. If multiple accounts are attached, a total of \$300.00 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 42Pa.C.S. §8123.
- (3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify (him) such other person that he or she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE	\$5,653.05
INTEREST	
from June 6, 2005	\$1,272.86
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>

TOTAL

\$7,045.91

132.00 Prothonotary costs Add'l

, Prothonotary

BY:

William L. Shantz
Clerk

DATE:

8/20/09

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC, as assignee of Advanta
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823

and
Farmers National Bank
861 Beaver Drive
DuBois, PA 15801

GARNISHEE

WRIT OF EXECUTION

(3) AMOUNT DUE	\$5,653.05
INTEREST	
from June 6, 2005	\$1,272.86
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>

TOTAL

\$7,045.91

132.00 Prothonotary costs *Add'l*

FREDERIC I. WEINBERG, ESQUIRE &
JOEL M. FLINK, ESQUIRE
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 05-539-CD

CAVALRY PORTFOLIO SERVICES, LLC as assignee

vs

SERVICE # 1 OF 2

JACQUELINE HEPBURN

TO: FARMERS NATINAL BANK, Garnishee

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVE BY: 11/18/2009 ASAP HEARING: PAGE: 106080

DEFENDANT: FARMERS NATIONAL BANK, Garnishee

ADDRESS: 861 BEAVER DRIVE
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 8-27-09 AT 3:30 AM PM **SERVED** THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON FARMERS NATIONAL BANK, Garnishee,
DEFENDANT

BY HANDING TO Diane Bradford / CSR (customer service rep)

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

ADDRESS SERVED 861 Beaver Drive Dubois PA 15801

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE FOR FARMERS NATIONAL BANK, Garnishee

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO FARMERS NATIONAL BANK, Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Megan Loughhead
Deputy Signature

Megan Loughhead
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DKT PG.106080

CAVALRY PORTFOLIO SEVICES, LLC as assignee

NO. 05-539-CD

-vs-

JACQUELINE HEPBURN

TO: Farmers National Bank, Garnishee

WRIT OF EXECUTION, INTERROGATORIES
TO GARNISHEE

SHERIFF'S RETURN

NOW AUGUST 28, 2009 MAILED THE WITHIN, WRIT OF EXECUTION, PRAECIPE, NOTICE OF WRIT, CLAIM FOR EXEMPTION, INTERROGATORIES TO JACQUELINE HEPBURN, DEFENDANT AT 6220 ROUTE 219, BROCKPORT, PA. 15823 IN THE S.A.S.E.

SHFF. HAWKINS: \$46.34
SHFF. SURCHARGE: \$20.00
PAID BY: Atty.

So Answers,

Chester A. Hawkins
by Marilyn Hamr

SWORN TO BEFORE ME THIS
____ DAY OF _____ 2009

CHESTER A. HAWKINS
SHERIFF

FILED

019:35
SEP 2 2009

William A. Shaw
Prothonotary/Clerk of Courts

2014704

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

FILED ^(R)
OCT 30 2009
m/10:40/c
William A. Shaw
Prothonotary/Clerk of Courts
i want to
H. H.

Cavalry Portfolio Services, LLC as
assignee of Cavalry SPV I, LLC, as
assignee of Advanta

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn

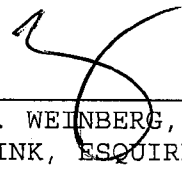
and
Farmers National Bank
Garnishee

PRAECIPE TO DISSOLVE ATTACHMENT

TO THE PROTHONOTARY:

Kindly dissolve the attachment of the defendant's bank account with
Farmers National Bank, as Garnishee in the above entitled matter.

GORDON & WEINBERG, P.C.

BY: 
FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

P011

2014704

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

JOEL M. FLINK, ESQUIRE

Identification No.: 41200

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC, as assignee of Advanta
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823

NOTICE

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 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 JUDGEMENT 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.

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

FILED

7/10/2010 3:38 PM
JUN 09 2010

William A. Shaw
Prothonotary/Clerk of Courts

Atty pd. \$20.00

1cc to Writ to Sheriff

1cc to Writ to Atty

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 81894
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC, as assignee of Advanta
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

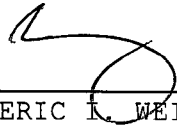
Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823

PRAECIPE FOR WRIT OF REVIVAL

TO THE PROTHONOTARY:

Issue writ of revival of judgment entered in the Court of
Common Pleas of CLEARFIELD County having docket number 05-539-CD and
index it in the judgment index against Jacqueline Hepburn in the
amount of \$5,653.05 with interest from June 6, 2005 at the rate of
6%.

GORDON & WEINBERG, P.C.

BY: 
FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

COPY

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 81894
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC, as assignee of Advanta
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823

WRIT OF REVIVAL

TO: against Jacqueline Hepburn

(1) You are notified that the plaintiff has commenced a proceeding to revive and continue the lien of the judgment entered in the Court of Common Pleas of CLEARFIELD County, Docket No. 05-539-CD.

(2) The plaintiff claims that the amount due and unpaid is \$5,653.05 with interest at the rate of 6% from June 6, 2005.


(3) You are required within twenty (20) days after service of this writ to file an answer or otherwise plead to it. If you fail to do so, judgment of revival in the amount claimed by the plaintiff will be entered without a hearing and you may lose your

property or other important rights.

YOU SHOULD TAKE THIS WRIT OF REVIVAL TO A
LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER
OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE
FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET
LEGAL HELP.

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

Date: 6/9/10



Prothonotary

By: _____
(Deputy)

To Deputy 6/10/2010

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 05-539-CD

CAVALRY PORTFOLIO SERVICES, LLC as assignee of Cavalry SPV I, LLC, as assignee of Advanta

vs

SERVICE # 1 OF 1

JACQUELINE HEPBURN

NOTICE, PRAECIPE, WRIT OF REVIVAL

SERVE BY: 09/07/2010

HEARING:

PAGE: 107206

DEFENDANT: JACQUELINE HEPBURN

ADDRESS: 6220 ROUTE 219
BROCKPORT, PA 15823

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

ATTEMPTS

Not in Clfd Co.

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

NOTICE, PRAECIPE, WRIT OF REVIVAL ON JACQUELINE HEPBURN, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

NOTICE, PRAECIPE, WRIT OF REVIVAL FOR JACQUELINE HEPBURN

AT (ADDRESS) _____

NOW 6-18-10 AT 3pm AM PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JACQUELINE HEPBURN

REASON UNABLE TO LOCATE Address in ~~Clfd~~ not in Clfd Co.

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2010

So Answers: CHESTER A. HAWKINS SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

FILED
013018
JUL 13 2010
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 107206
NO: 05-539-CD
SERVICES 1
NOTICE, PRAECIPE, WRIT OF REVIVAL

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC as assignee of Cavalry SPV I, LLC, as assignee of Advanta
vs.
DEFENDANT: JACQUELINE HEPBURN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GORDON	121007	10.00
SHERIFF HAWKINS	GORDON	121007	36.00

FILED

013132am
FEB 18 2011

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2010

So Answers,

Chester A. Hawkins

Chester A. Hawkins
Sheriff

2014704

GORDON & WEINBERG, P.C.

-BY: FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

JOEL M. FLINK, ESQUIRE

Identification No.: 41200

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

FILED

OCT 22 2012

William A. Shaw
Prothonotary/Clerk of Courts

Clerk to Arry

6 cent to Sheriff Wm...

Cavalry Portfolio Services, LLC as
assignee of Cavalry SPV I, LLC, as
assignee of Advanta
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823

and

Priority First FCU
364 Midway Drive
DuBois, PA 15801

GARNISHEE

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue writ of execution in the above matter,
directed to the Sheriff of Clearfield County;

(1) against

Jacqueline Hepburn

defendant(s) and

(2) against

Priority First FCU

garnishee(s)

(3) AMOUNT DUE

\$5,653.05

INTEREST

from June 6, 2005

\$1,731.61

COSTS

Prothonotary fee

\$20.00

Sheriff fee

\$200.00

(4) Less: Payments on Account

(\$600.00)

TOTAL

\$7,004.66

Prothonotary Cost, 199.00

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC as
assignee of Cavalry SPV I, LLC, as
assignee of Advanta
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823
and
Priority First FCU
364 Midway Drive
DuBois, PA 15801

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. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached 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) Fill out the attached exemption claim form and demand for a prompt hearing; (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court 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, 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.

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

JOEL M. FLINK, ESQUIRE

Identification No.: 41200

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

Cavalry Portfolio Services, LLC as

assignee of Cavalry SPV I, LLC, as

assignee of Advanta

7 Skyline Drive

Hawthorne, NY 10532

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn

6220 ROUTE 219

BROCKPORT PA 15823

and

Priority First FCU

364 Midway Drive

DuBois, PA 15801

GARNISHEE

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 \$300.00 statutory exemption be

☐ (i) set aside in kind (specify property to be set aside in kind):

☐ (ii) 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 and basis of exemption):

I request a prompt Court hearing to determine the exemption.

Notice of the hearing should be given to me at: (include address and telephone)

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. Section 4904 relating to unsworn falsification to authorities.

DATE: _____ Defendant: _____

THIS CLAIM TO BE FILED WITH THE
OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY:

Sheriff of Clearfield County
1 N. 2ND ST., STE. 116
Clearfield, PA 16830
814/765-2641

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.

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

EXHIBIT "A"

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC as
assignee of Cavalry SPV I, LLC, as
assignee of Advanta
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823
and
Priority First FCU
364 Midway Drive
DuBois, PA 15801

GARNISHEE

INTERROGATORIES IN ATTACHMENT

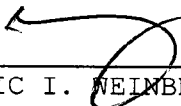
TO: Priority First FCU - GARNISHEE

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.

1. At the time you were served or at any subsequent time did you owe the defendant(s) any money or were you liable to the defendant on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason?
2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint 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 in 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(s) had an interest?
5. At any time before or after you were served did the defendant(s) transfer or deliver any property to you

or to any person or place pursuant to your direction or consent and if so what was the consideration therefore?

6. At any time after you were served did you pay, transfer or deliver any money or property to the defendant(s) or to any person or place pursuant to his(her, their) direction or otherwise discharge any claim of the defendant(s) 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(s) 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 of funds in each account, 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 any subsequent time did the defendant(s) 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. How much is the value of any property in your possession belonging to the defendant(s)?



FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

DATED: 10/16/12

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC, as assignee of Advanta 7
Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823
and
Priority First FCU
364 Midway Drive
DuBois, PA 15801

GARNISHEE

Commonwealth of Pennsylvania)
County of CLEARFIELD)

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

Jacqueline Hepburn

defendant(s)

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's('s) interest therein:

NO LEVY OTHER THAN BANK ACCOUNT

- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of

Priority First FCU
364 Midway Drive
DuBois, PA 15801- **GARNISHEE - SERVE ONLY**

(specifically describe property)

and to notify the garnishee(s) 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 account of the defendant 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 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 with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. §8123.
- (3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify (him) such other person that he or she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE	\$5,653.05
INTEREST	
from June 6, 2005	\$1,731.61
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$200.00</u>
Less: Payment on Account	(\$600.00)
TOTAL	\$7,004.66

Prothonotary Costs \$199.00

Prothonotary

BY:


Clerk

DATE:

OCT. 22, 2012

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

JOEL M. FLINK, ESQUIRE

Identification No.: 41200

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC, as assignee of Advanta 7
Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823

and

Priority First FCU
364 Midway Drive
DuBois, PA 15801

GARNISHEE

WRIT OF EXECUTION

(3) AMOUNT DUE	\$5,653.05
INTEREST	
from June 6, 2005	\$1,731.61
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$200.00</u>
Less: Payment on Account	(\$600.00)
TOTAL	\$7,004.66

FREDERIC I. WEINBERG, ESQUIRE &
JOEL M. FLINK, ESQUIRE
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

To Deputy 10/30/2012

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 05-539-CD

CAVALRY PORTFOLIO SERVICES, LLC as assignee of Cavalry SPV I, LLC, as assignee of Advanta
vs
JACQUELINE HEPBURN

SERVICE # 1 OF 1

TO: Priority First FCU, Garnishee

WRIT OF EXECUTION, INTERROGATORIES

SERVE BY: 01/20/2013 ^{RUS} HEARING: PAGE: 110121

DEFENDANT: PRIORITY FIRST FCU, Garnishee
ADDRESS: 364 MIDWAY DRIVE
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

FILED
NOV 01 2012
01:35
William A. Shaw
Notary Public/Clerk of Courts

SHERIFF'S RETURN

NOW, 10-31-12 AT 2:10 AM PM SERVED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES ON PRIORITY FIRST FCU, Garnishee, DEFENDANT

BY HANDING TO BARB COX / VICE PRES. OF OPERATIONS

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

ADDRESS SERVED 364 MIDWAY DRIVE, DUBOIS, PA. 15801
() Residence (x) Employment () Sheriff's Office () Other

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES FOR PRIORITY FIRST FCU, Garnishee

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO PRIORITY FIRST FCU, Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2012

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Mark A. Conobert
Deputy Signature

Mark A. Conobert
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 110121
NO: 05-539-CD
SERVICES 1

WRIT OF EXECUTION, INTERROGATORIES

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC as assignee of Cavalry SPV I, LLC, as assignee of Advanta
vs.
DEFENDANT: JACQUELINE HEPBURN
TO: Priority First FCU, Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GORDON	175920	10.00
SHERIFF HAWKINS	GORDON	175920	39.60

Sworn to Before Me This

_____ Day of _____ 2012

So Answers,



Chester A. Hawkins
Sheriff

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

CAVALRY PORTFOLIO SERVICES, LLC as
ASSIGNEE OF CAVALRY SPV I, LLC, as
ASSIGNEE OF ADVANTA,
Plaintiff

vs.

JACQUELINE HEPBURN
Defendant

and

PRIORITY FIRST FCU
Garnishee

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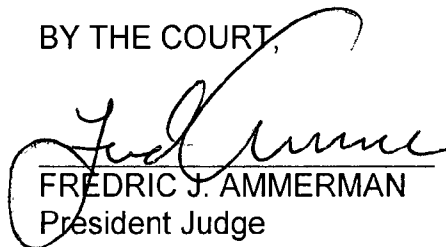
NO 05-539-CD

ORDER

NOW, this 6th day of November, 2012, it is the ORDER of this Court that a hearing on the Claim for Exemption (attached) filed by Jacqueline Hepburn be and is hereby scheduled for the 7th day of December, 2012 at 3:30 p.m. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

Thirty minutes has been reserved for this proceeding.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

01/03/2012
NOV 08 2012

William A. Shaw
Prothonotary/Clerk of Courts

ICC Atty Weinberg
ICC Def-
62 Overdorf Ave.
DuBois, PA 15801

ICC Sheriff (without
memo)

GV

FILED

NOV 08 2012

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/8/12

You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☒ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

JOEL M. FLINK, ESQUIRE

Identification No.: 41200

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

COPY

RECEIVED

NOV 9 5 2012

Clfd. Co. Sheriff

Cavalry Portfolio Services, LLC as
assignee of Cavalry SPV I, LLC, as
assignee of Advanta
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn
6220 ROUTE 219
BROCKPORT PA 15823

and

Priority First FCU
364 Midway Drive
DuBois, PA 15801

GARNISHEE

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 \$300.00 statutory exemption be

☒ (i) set aside in kind (specify property to be set aside in kind):

\$300.00 EXEMPTION FROM CHECKING ACCOUNT AT
PRIORITY FIRST FCU

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

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

\$300.00 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 and basis of exemption):

I request a prompt Court hearing to determine the exemption.

Notice of the hearing should be given to me at: (include address and telephone)

12 OVERDORF AVE DUBOIS PA 15801
814-372-2356

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. Section 4904 relating to unsworn falsification to authorities.

DATE: NOV 5TH 2012

Defendant:

Jacqueline Hepburn

THIS CLAIM TO BE FILED WITH THE
OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY:

Sheriff of Clearfield County
1 N. 2ND ST., STE. 116
Clearfield, PA 16830
814/765-2641

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.

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

EXHIBIT "A"

2014704

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

FILED pd \$7.00
m 11:22am
NOV 16 2012 ICC Atty
Weinberg.
William A. Shaw
Prothonotary/Clerk of Courts

Cavalry Portfolio Services,
LLC as assignee of Cavalry SPV
I, LLC, as assignee of Advanta

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn

and

Priority First FCU

Garnishee

PRAECIPE TO DISSOLVE ATTACHMENT

TO THE PROTHONOTARY:

Kindly dissolve the attachment of the defendant's bank
account with Priority First FCU, as Garnishee in the above
entitled matter.

GORDON & WEINBERG, P.C.

BY: _____

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

P011

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

CA

CAVALRY PORTFOLIO SERVICES, LLC as
ASSIGNEE OF CAVALRY SPV I, LLC, as
ASSIGNEE OF ADVANTA,
Plaintiff

vs.

JACQUELINE HEPBURN
Defendant

and

PRIORITY FIRST FCU
Garnishee

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NO 05-539-CD

FILED

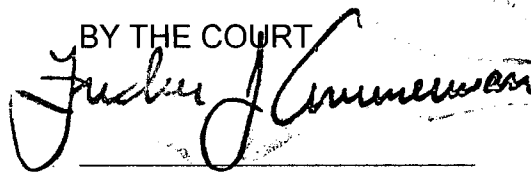
4 NOV 20 2012
019-2014
William A. Shaw
Prothonotary/Clerk of Courts
Chax to Warden
Page 4
Sue

ORDER

NOW, this 15th day of November, 2012, upon receipt and review of the faxed

Praeipe to Dissolve Attachment (attached) from Joel M. Flink, Esquire, counsel for the
Plaintiff; it is the ORDER of this Court that the hearing on the Claim for Exemption filed
by Jacqueline Hepburn scheduled for December 7, 2012 be and is hereby canceled.

BY THE COURT



FREDRIC J. AMMERMAN
President Judge

2014704

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services,
LLC as assignee of Cavalry SPV
I, LLC, as assignee of Advanta

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-539-CD

Jacqueline Hepburn

and

Priority First FCU
Garnishee

PRAECIPE TO DISSOLVE ATTACHMENT

TO THE PROTHONOTARY:

Kindly dissolve the attachment of the defendant's bank
account with Priority First FCU, as Garnishee in the above
entitled matter.

GORDON & WEINBERG, P.C.

BY: _____

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

P011