

05-1241-CD  
ResComm Holding #02 LLC vs M.

ResComm Holdings vs Michael A. Lefebure  
2005-1241-CD

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

ResComm Holdings, #02, LLC.,

Plaintiff

vs.

Michael A. Lefebure

Defendants

No. 05-1241-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt  
PA I.D #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-79555

WWR#03967795

FILED *Any pd. 85.00*  
*m/1:47/61*  
AUG 18 2005 *ccshff*  
*lm*  
William A. Shaw  
Prothonotary/Clerk of Courts

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

ResComm Holdings, #02, LLC.,

Plaintiff

vs.

Civil Action No.

Michael A. Lefebure

Defendants

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

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

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

CLEARFIELD COUNTY  
SOURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET ST., SUITE 228  
CLEARFIELD, PA 16830  
(841) 765-2641, EXT 1300-1301

## COMPLAINT

1. Plaintiff is a corporation having offices in 6701 Carmel Rd., Suite 110, Charlotte, NC 28250.

2. Defendant is an adult individual residing at 321 Miram, Ramey, PA 16671.

3. On or about November 26, 2002, Defendant duly executed a Pennsylvania Motor Vehicle Purchase Loan Note and Security Agreement (hereinafter the "Contract") in favor of Plaintiffs Assignor, a true and correct copy of said Contract is attached hereto, marked as Exhibit "1" and made a part hereof.

4. Pursuant to said Contract, Defendant took possession of the vehicle more particularly identified in the Contract as a used, 1997 Ford Taurus.

5. Pursuant to the terms and conditions provided by the Contract, the Contract was assigned from Plaintiffs Assignor to Plaintiff.

6. Plaintiff avers that Defendant is in default of the Contract by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

7. Plaintiff avers that a balance of \$9,635.41 is due from Defendant as of June 14, 2005.

8. Plaintiff avers that the Contract between the parties provides that Plaintiff is entitled to interest at the rate of 9.19% per annum.

9. Plaintiff avers that the Contract between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees.

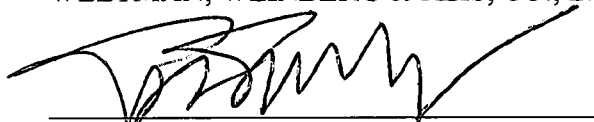
10. Plaintiff avers that such attorneys' fees amount to \$1,500.00.

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

WHEREFORE, Plaintiff demands judgment against Defendant, Michael A. Lefebure, individually, in the amount of \$9,635.41 with continuing interest thereon at the Contract rate of 9.19% per annum from June 14, 2005, plus attorneys' fees of \$1,500.00 and costs.

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

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



James C. Warmbrodt

PA ID #42524

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-79555

WWR#:03967795

PENNSYLVANIA MOTOR VEHICLE  
PURCHASE LOAN NOTE AND SECURITY AGREEMENT

Date Prepared 11/26/2002

87775217

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
9.19 %	\$ 2744.20	\$ 10729.40	\$ 13473.60
The cost of your credit as a yearly rate.			
The amount of credit provided to you or on your behalf.			
The dollar amount the credit will cost you.			
The amount you have made as scheduled payments.			

Your Payment Schedule will be:	When Payments Are Due
Monthly	01/10/2003
Amount of Payments	\$ 224.56
First Payment	\$ N/A

Security: Any money you have deposited with us secures this loan. Collateral securing other obligations to us may also secure this loan. You are giving a security interest in the Motor Vehicle being purchased.

Filing Fee: \$ 5.00

Life Charge: If a payment is late, you will be charged 10% of the payment which was not paid in full, or \$20.00, whichever is greater.

Prepayment: If you pay off early, you will not have to pay a penalty.

See below and any other contract documents for any additional information about impairment, default, any required payment in full before the scheduled date and prepayment rights and penalties.

The condition of credit represented by this Motor Vehicle Purchase Loan Note and Security Agreement ("Agreement") is made subject to Section 332 of the Pennsylvania Banking Code, P.S. 332. This Agreement is between Lender and Buyer, and covers a loan which Buyer will use to purchase a motor vehicle from Seller. Seller is acting as an intermediary for this loan but is not a party to this Agreement.

In this Agreement, "we" are the LENDER. If we sell, give or transfer our ownership of this Agreement to any other person or company, those words then refer to that person or company. Your rights and obligations under this Agreement, and it shall belong to and be enforceable by such person or company. Your rights and obligations continue unchanged. The LENDER is:

FIFTH THIRD BANK

"You" are MICHAEL A LEEBEVRE  
BUYER: JEANNE B MERRITT  
MAIN STREET PO BOX 101 RAMEY  
Maine  
Zip Code(s) N/A

If there is more than one Buyer, each promises separately and together with the other Buyers to pay all amounts due on and to keep all other promises made in, this Agreement.

The SELLER is: STULTZ & BROOK FORD MEMBERS INC. 20 TYRONE PA 16686  
(Name(s)) (Address(es)) Zip Code(s)

VEHICLE: You are purchasing from the Seller and granting to us a security interest in the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Agreement.

Year and Make	Model	Body Style	No. Cyl.	Trunk/Ton Capacity	Vehicle Identification No.
1997 FORD	TAURUS	SDN		9210	1FALP520BWA273698

Equipped with:	Options	Power Door Locks	Power Seats	4 Wheel Drive	AM/FM Stereo
Spd Manual Trans	Air Conditioning	Power Windows	Power Mirrors	Tow Package	Type
Automatic Trans	Tilt Wheel	Power Steering	Power Brakes	Cruise Control	CD
Other:	Leather Seats				

You have traded  
In the following Vehicle: 1988 BUICK SKYHAWK

CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives ownership interest in the Vehicle and agrees separately and together with all Co-Owners to perform all agreements in the Security Agreement and all other parts of this Agreement except the "Promises to Pay" section.

CO-SIGNER: Any person signing the Co-Signer's Agreement below promises to sign, together with all the Co-Signer(s) and Buyer(s), to pay all sums due under this Agreement in the "Promises to Pay" section.

CO-SIGNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Signer," promise to pay to us all sums due on this Agreement and to perform all promises in this Agreement. You intend to ever though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or extended our security interest.

By signing, you both select Joint Credit. N/A What is your age? \_\_\_\_\_ Yrs

Signature of Buyer to be insured for Single Credit Life Insurance. N/A What is your age? \_\_\_\_\_ Yrs

Signature of Buyer to be insured for Joint Credit Life Insurance. N/A What is your age? \_\_\_\_\_ Yrs

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Itemization of Amount Financed	To Seller
To public official inc.	\$ 8790.00
To credit	\$ N/A
To public official inc.	\$ 8790.00
License	\$ 87.00
Use Fee	\$ 5.00
To STULTZ & BROOK FORD	\$ 55.00
To EXTENDED WARRANTY	\$ 1200.00
To TAXES	\$ 599.40
Amount Financed	\$ 10729.40
Prepaid Finance Charge	\$ N/A

Cash Price	Trade-In and Downpayment
\$ 11290.00	\$ 0.00
Cash Downpayment	\$ 0.00
Trade-In	\$ 2500.00
Value of Trade-In	\$ 2500.00
Amount Due	\$ N/A

Vehicle Identification No.	IFALP520BWA273698
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Equipped with:	Options	Power Door Locks	Power Seats	4 Wheel Drive	AM/FM Stereo
Spd Manual Trans	Air Conditioning	Power Windows	Power Mirrors	Tow Package	Type
Automatic Trans	Tilt Wheel	Power Steering	Power Brakes	Cruise Control	CD
Other:	Leather Seats				

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CO-SIGNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Signer," promise to pay to us all sums due on this Agreement and to perform all promises in this Agreement. You intend to ever though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or extended our security interest.

By signing, you both select Joint Credit. N/A What is your age? \_\_\_\_\_ Yrs

Signature of Buyer to be insured for Single Credit Life Insurance. N/A What is your age? \_\_\_\_\_ Yrs

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Signature of Buyer to be insured for Single Credit Life Insurance. N/A What is your age? \_\_\_\_\_ Yrs

NOTE: Use Schedule A for prepayment, default and penalties.

The extension of credit represented by this Motor Vehicle Purchase Loan Note and Security Agreement ("Agreement") is made subject to Section 332 of the Pennsylvania Banking Code, P.S. 332. This Agreement is between Lender and Buyer, and covers a loan which Buyer will use to purchase a motor vehicle from Seller. Seller is acting as an intermediary for this loan but is not a party to this Agreement.

In this Agreement, "we" are the LENDER. If we sell, give or transfer our ownership of this Agreement to any other person or company, those words then refer to that person or company. Your rights and obligations under this Agreement, and it shall belong to and be enforceable by such person or company. Your rights and obligations continue unchanged. The LENDER is:

FIFTH THIRD BANK

"You" are MICHAEL A LEEBEVRE  
BUYER: JEANNE B MERRITT  
MAIN STREET PO BOX 101 RAMEY  
Maine  
Zip Code(s) N/A

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Equipped with:	Options	Power Door Locks	Power Seats	4 Wheel Drive	AM/FM Stereo
Spd Manual Trans	Air Conditioning	Power Windows	Power Mirrors	Tow Package	Type
Automatic Trans	Tilt Wheel	Power Steering	Power Brakes	Cruise Control	CD
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CO-SIGNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Signer," promise to pay to us all sums due on this Agreement and to perform all promises in this Agreement. You intend to ever though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or extended our security interest.

By signing, you both select Joint Credit. N/A What is your age? \_\_\_\_\_ Yrs

Signature of Buyer to be insured for Single Credit Life Insurance. N/A What is your age? \_\_\_\_\_ Yrs

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Signature of Buyer to be insured for Joint Credit Life Insurance. N/A What is your age? \_\_\_\_\_ Yrs

EXHIBIT

100

to my death, theft or other instrument, we receive in payment of an insured loss the sum of the above premium. You agree that you do not have the right to, and we do not intend to, make any assignment of this contract to any other person, and we may exercise this right to make your endorsement. You agree that we will not be bound to make any assignment of this contract to you, your estate, except as provided in this Agreement and any JMW.

**5. USE OF PROCEEDS:** We may apply any insurance proceeds we receive to repair or replace the Vehicle in. In our option, it is economically feasible and you are not in default of this Agreement. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due of. After the balance due is paid, any proceeds will belong to you.

[illegible]

choose to allow you to repay the money advanced along with your monthly payments, we can choose the amount of these payments and how long you have to repay. The Vehicle will also secure payment of these amounts. If any of our rights stated in this paragraph is not permitted by law, we still have the other rights mentioned. Our payment on your behalf will not cure your failure to perform your obligations under this Agreement.

**5. DEFAULT:** In this paragraph, "you" means the Buyer, Co-Signer and Co-Owner of the Vehicle. You will be in "Default of the Agreement" if any one or more of the following things happen:

- a. You do not make any payment on or before it is due.
- b. You do not keep any payments you made in the Agreement.
- c. You do not keep any payments you made to us in another contract, note, loan or agreement with us.
- d. You make any untrue statement in the credit application for this Agreement.
- e. You committed any fraud in connection with this Agreement.
- f. A court has ever been involved in a crime involving fraud or dishonesty or are found guilty of such a crime.
- g. You file for bankruptcy or money proceedings, or anyone that bankruptcy or money proceedings against you.
- h. You state the Vehicle owned by the United States or anyone that bankruptcy or money proceedings against you.

1. You use the Vehicle or allow someone else to use it in a way that causes it and/or its contents to be damaged, destroyed or damaged beyond economical repair, government authorization.

2. You do something that causes the Vehicle to be subject to confiscation by a law enforcement agency.

3. The Vehicle is lost, stolen, destroyed or damaged beyond economical repair, and not fixed or closed within a reasonable time, or

4. You fail to maintain the Vehicle or take the Vehicle on your mind on repeat without a valid reason.

**6. OUR RIGHTS IF YOU ARE IN DEFAULT OF THIS CONTRACT:** If you are in Default of this Agreement, we may repossess the Vehicle and all the things specified in this Agreement. We do not have to return the things and at the same time or later do another. Some of the things we may do are following.

**3. REPOSSSESSION:** We can repossess the Vehicle, unless prohibited by law, if you fail to make any payment on the Vehicle as required by the Agreement. We can do this ourselves, have a qualified person do it for us, or have a court order a third party do it for us. You agree that we can peacefully repossess the Vehicle without a court order if you are in default of the Agreement. We can do this without notice to you. We may take any other thing found in the Vehicle, but will return these things to you if you ask. If you want these things back, you agree to return them to a place you agree to by certified mail within 24 hours. If you do not send us this letter, you give up your claim to these things. You agree that we may use your Vehicle in any way, including but not limited to, selling it, without your permission. We are not responsible for the Vehicle and making it to a place for storage.

**4. VOID IF NOT DELIVERED:** We can give you a gift for the Vehicle at a location of your choice. You agree to give us the Vehicle if we ask.

**5. DELIVERY AND PROMISES:** We can delay enforcing our rights under this Agreement without penalty. We can give you a gift for the Vehicle if we ask.

[illegible]

1. **GOVERNING LAW:** This Agreement is to be interpreted according to the law of Pennsylvania.

2. **SEVERABILITY OF PROVISIONS:** If for any reason any part of this Agreement shall become illegal, void or unenforceable, that part shall not be a part of this Agreement.

3. **ASSIGNMENT BY BUYER:** You shall not assign this Agreement.

4. **NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE**

because, (1) after default, the entire debt is due; (2) reason that money was due; (3) money was not paid in full because of the collection of a late charge due on 6. NSF FEE: If you attempt to make a payment with a check is dishonored by the drawee (the bank that holds your deposit) to pay an NSF fee of \$30.00 for each check.

7. APPLICATION OF PAYMENTS: We will apply payments in order of priority, as follows: (1) late charges; (2) interest; (3) that we may send this order of priority at any time without amended order and not be liable to you.

8. PREPAYMENT: We will apply payments in order of priority, as follows: (1) late charges; (2) interest; (3) that we may send this order of priority at any time without amended order and not be liable to you.

[illegible]

**10. INTEREST AFTER MATURITY AND JUDGMENT:** provided in this Agreement shall continue to accrue on the unpaid full, even after maturity and/or after we get a judgment against you and/or you become a debtor in an action filed under the Bankruptcy Code. This will apply even if the maturity is permitted by law to stay at any time interest is provided for in this agreement. If you are in any default in this agreement at that time beginning at that time.

**11. YOUR PROMISES ABOUT OUR SECURITY INTEREST:** If you or any other person, anyone other than you, is not our security interest or co-security interest in the Vehicle, you will pay all filing fees necessary to perfect our security interest in the Vehicle. You will assist us in providing the information required to file a financing statement with the Secretary of State noted on the Certificate of Title to the Vehicle. You will assist us in providing the information required to obtain a security interest required for us to maintain a continuously perfected security interest in the Vehicle.

[illegible]

**4. YOUR RIGHT TO EVIDENCE OF LOSS.** In the event of damage to the Vehicle, if you fail or refuse to file a claim or proceed with a lawsuit, you agree that we or any of our authorized representatives may, at our option, inspect the Vehicle and take photographs with respect to the injury or damage. You agree that you do not have the right to sue us for the cost of the inspection. If you do not wish to allow us to inspect the Vehicle, you agree that you will not, revoke the power you have given us to inspect the Vehicle, or sue us for the cost of the inspection. If you do not wish to file a proof of loss, we may exercise this power for our benefit and not for your benefit. b. **YOUR RIGHT TO ENDORSE INSURANCE CHECKS.** You

You are being asked to guarantee this debt. That means you may have to pay if you have to, and you may have to pay up to the full amount of collection costs, which increase this amount. The Lender can collect this debt from you without collection methods against you that can be used against you become a part of your credit record.

the steps [5] of this Agreement hereby [initials] notice that Group Term Life Insurance will continue in effect for the person or persons signing the request for such and within 30 days, there will be referred to the person or persons of [initials] a refund of insurance charges will be made when due.

[illegible][illegible]

**DELAYS IN REPUDIATION.** We can delay enforcing our rights under the Agreement without losing sight of your rights. We can delay enforcing our rights under the Agreement without losing sight of your rights. We can delay enforcing our rights under the Agreement without losing sight of your rights.

1. **DEFINITION OF DEFICIENCY:** If we possess the Vehicle, or you voluntarily deliver it to us for DEFICIENCY, we will sell the Vehicle and apply the proceeds of sale to the amount you owe us. If there is any money left, we will pay it to you. If there is not enough money owing to us, we will pay you the balance. Co-Signer agrees to pay what is still owed to us.

14. **EXPENSES:** You agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Vehicle as may be ordered by law. These costs may be due if:

1. Default exceeds fifteen (15) days at the time of repossession;
2. The amount of costs are actual, necessary and reasonable; and
3. We can prove the costs were paid.

15. **HERS AND PERSONAL REPRESENTATIVES' BOUND:** After my death, this Agreement shall be enforceable against your heirs and personal representatives of your estate.

20. **COVERING LAW:** This Agreement is to be interpreted according to the laws of the State of California.

21. **SEVERABILITY OF PROVISIONS:** If for any reason any part of this Agreement becomes illegal, void or unenforceable, that part shall not be a part of this Agreement and the remainder of this Agreement shall survive.

22. **ASSIGNMENT BY BUYER:** You shall not assign this Agreement, NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

**DEBT OR INSURANCE** – If the debt or liability insurance coverage will be applicable to this loan, please specify the name of the insurance company. This insurance, subject to acceptance by the lender, will be written by the lender on behalf of the Borrower. The lender will be responsible for the payment of charges indicated for each of the insurance policies to be purchased. The term of the insurance policies must be for the entire term of the loan. The lender will be responsible for the payment of charges indicated for each of the insurance policies scheduled monthly date of the Borrower's payment.

**IMPORTANT INFORMATION.**

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1. *Journal of the American Medical Association*, 2000; 284: 2689-2694.

VERIFICATION

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

Foreclosure Facilitator of RESCOMM Holdings #2 LLC, plaintiff herein, that  
(TITLE) (COMPANY)

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

Stephanie Carson  
(SIGNATURE)



12

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100743  
NO: 05-1241-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: ResComm HOLDINGS #02, LLC  
vs.  
DEFENDANT: MICHAEL A. LEFEBURE

SHERIFF RETURN

NOW, August 24, 2005 AT 2:26 PM SERVED THE WITHIN COMPLAINT ON MICHAEL A. LEFEBURE DEFENDANT AT 940 BRISTIN ST., LOT #7, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MICHAEL LEFEBURE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS /

FILED

09:08 AM  
DEC 21 2005

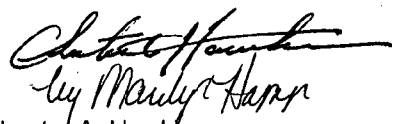
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8219451	10.00
SHERIFF HAWKINS	WELTMAN	8219451	32.58

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005  
\_\_\_\_\_

So Answers,

  
Chester A. Hawkins  
Sheriff

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

RESCOMM HOLDINGS, #2, LLC.,

Plaintiff

No. 05-1241-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

MICHAEL A. LEFEBURE

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

WILLIAM T. MOLCZAN, ESQUIRE  
PA I.D.#47437  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#03967795  
Judgment Amount \$ 9,868.99

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

**FILED** *Atty pd. 20.00*  
*m 11:08 AM*  
**DEC 29 2005** *Notice & rec*  
*Def.*  
William A. Shaw  
Prothonotary/Clerk of Courts *Statement to*  
*Atty*  
*CK*

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

RESCOMM HOLDINGS, #2, LLC.,

Plaintiff

vs.

Civil Action No. 05-1241-CD

MICHAEL A. LEFEBURE

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, MICHAEL A. LEFEBURE above named, in the default of an Answer, in the amount of \$9,868.99 computed as follows:


Amount claimed in Complaint	\$9,635.41
-----------------------------	------------

Interest from June 14, 2005 to October 19, 2005 at the interest rate of 9.19% per annum	\$233.58
--	----------

TOTAL	\$9,868.99
-------	------------

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

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

By:   
WILLIAM T. MOLCZAN, ESQUIRE  
PA I.D.#47437

Welman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#03967795

Plaintiff's address is:

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

And that the last known address of the Defendant is: 321 MIRAM  
RAMEY, PA 16671

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

RESCOMM HOLDINGS, #2, LLC.,

Case no: 05-1241-CD

Plaintiff

**NON-MILITARY AFFIDAVIT**

vs.

MICHAEL A. LEFEBURE

Defendant

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

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

Affiant further states that the within Affidavit is made pursuant to and in accordance with the Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

Affiant further states that based upon investigation it is the affiant's belief that the Defendant, MICHAEL A. LEFEBURE is not in the military service.

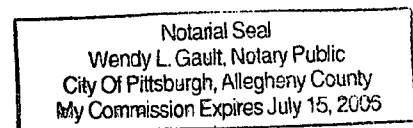
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, MICHAEL A. LEFEBURE is not in the military service.

Further Affiant sayeth naught.

  
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 25 day  
of October, 2005

  
NOTARY PUBLIC



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

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

RESCOMM HOLDINGS NO. 2 LLC

Plaintiff

05-1241-CD

MICHAEL A. LEFEBURE

Defendant

**IMPORTANT NOTICE**

TO:  
MICHAEL A LEFEBURE  
321 MIRAM  
RAMEY, PA 16671

Date of Notice:

Oct. 4, 2005

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE 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.

**COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET ST., SUITE 228  
CLEARFIELD, PA 16830  
(814) 765-2641, ext. 1300-13015**

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

By: 

James C. Warmbrodt, Esquire  
PA I.D. #42524

WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWW # 03967795

Department of Defense Manpower Data Center

OCT-19-2005 11:20:58



Military Status Report  
Pursuant to the Service Members' Civil Relief Act

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

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

Robert J. Brandewie, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

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

The Department of Defense strongly supports the enforcement of the Service Members Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are most strongly encouraged to contact us by Fax at (703-696-4156) or by phone at (703-696-6762). We will then conduct further research. Your failure to re-contact DMDC may cause provisions of the SCRA to be invoked against you.

This response reflects current active duty status only. For historical information, please contact the military services SCRA point of contact.

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

Report ID: **BCNQKWSKFRE**

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

RESCOMM HOLDINGS, #2, LLC.,

Plaintiff

vs.

Civil Action No. 05-1241-CD

MICHAEL A. LEFEBURE

Defendant

COPY

NOTICE OF JUDGMENT OR ORDER

TO:    ☐ Plaintiff  
         ☒ Defendant  
         ☐ Garnishee

You are hereby notified that the following  
Order or Judgment was entered against you  
on 12/29/05

(xx)    Assumpsit Judgment in the amount  
         of \$9,868.99 plus costs.

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

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

(xx)    Entry of Judgment of  
         ☐ Court Order  
         ☐ Non-Pros  
         ☐ Confession  
         ☒ Default  
         ☐ Verdict  
         ☐ Arbitration  
         Award


Prothonotary

By: \_\_\_\_\_  
PROTHONOTARY (OR DEPUTY)

MICHAEL A LEFEBURE - AKA  
321 MIRAM  
RAMEY, PA 16671

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

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

 COPY

ResComm Holdings, #02, LLC  
Plaintiff(s)

No.: 2005-01241-CD

Real Debt: \$9,868.99

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Michael A. Lefebure  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 29, 2005

Expires: December 29, 2010

Certified from the record this 29th day of December, 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



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

RESCOMM HOLDINGS NO 2, LLC  
assignee of FIFTH THIRD BANK

Plaintiff

No. 05-1241-CD

vs.

**PRAECIPE FOR WRIT OF EXECUTION**

MICHAEL A LEFEBURE a/k/a  
MICHAEL LEFEBURE

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#03967795

**FILED** Any pd. 20.00  
m/2:02CH  
APR 24 2006 6cc & Writs  
to Shff  
William A. Shaw  
Prothonotary/Clerk of Courts (CK)

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

RESCOMM HOLDINGS NO 2, LLC  
assignee of FIFTH THIRD BANK

Plaintiff

vs.

Civil Action No. 05-1241-CD

MICHAEL A LEFEBURE a/k/a  
MICHAEL LEFEBURE

Defendant

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

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

1. directed to the Sheriff of Clearfield County:
  2. against Michael A. Lefebure a/k/a Michael Lefebure, Defendant
  3. Judgment Amount \$ 9,868.99
- 
- |                                      |                                     |
|--------------------------------------|-------------------------------------|
| Interest                             | \$ 178.46                           |
| Costs                                | \$ 147.58                           |
| <b>SUBTOTAL:</b>                     | <b>\$ 10,195.03</b>                 |
| Costs (to be added by Prothonotary): | <b>Prothonotary costs \$ 125.00</b> |

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

By: 

William T. Molczan, Esquire

PA I.D. #47437

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#03967795

CC: Y

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

RESCOMM HOLDINGS NO 2, LLC  
assignee of FIFTH THIRD BANK  
Plaintiff

vs.

Civil Action No. 05-1241-CD

MICHAEL A LEFEBURE a/k/a  
MICHAEL LEFEBURE  
Defendant

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

To satisfy the judgment, interest and costs against: Michael A. Lefebure a/k/a Michael Lefebure Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;

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

Amount due .....\$ 10,195.03

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

125.00

Prothonotary costs

Prothonotary

*William L. Fisher*  
Bor

Deputy

DATED: 4/24/06

WWR#03967795

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

RESCOMM HOLDINGS NO 2, LLC

Plaintiff

No. 05-1241-CD

vs.

MICHAEL A LEFEBURE

Defendant

**WRIT OF EXECUTION**  
**NOTICE**

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

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

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

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

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

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

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

(b) Social Security benefits on deposit in the amount of \$ \_\_\_\_\_

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

\_\_\_\_\_

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

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

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

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

**THIS CLAIM TO BE FILED WITH:**

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

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

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

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

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

RESCOMM HOLDINGS NO. 2, LLC  
assignee of FIFTH THIRD BANK

Plaintiff

vs.

MICHAEL A. LEFEBURE

Defendant

No. 05-1241-CD

**PRAECIPE TO REISSUE WRIT OF EXECUTION**

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#03967795

**FILED**

JUL 31 2006

W/3:30 CW  
William A. Shaw  
Prothonotary/Clerk of Courts

3 CENTS TO SHAW

6 CENTS TO SHAW

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

RESCOMM HOLDINGS NO. 2, LLC  
assignee of FIFTH THIRD BANK

Plaintiff

vs.

Civil Action No. 05-1241-CD

MICHAEL A. LEFEBURE

Defendant

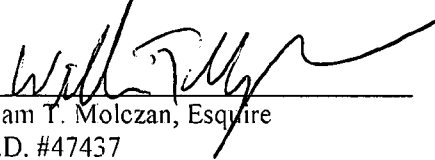
**PRAECIPE TO REISSUE WRIT OF EXECUTION**

TO THE PROTHONOTARY:

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

1. directed to the Sheriff of Clearfield County:
2. against Michael A. Lefebure, Defendant
3. Judgment Amount \$ 9,868.99
  
- Interest \$ 329.33
- Costs \$ 417.58
- SUBTOTAL:** **\$ 10,615.90**
- Costs (to be added by Prothonotary): \$ \_\_\_\_\_

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

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

WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#03967795



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

RESCOMM HOLDINGS NO. 2, LLC  
assignee of FIFTH THIRD BANK  
Plaintiff

vs.

Civil Action No. 05-1241-CD

MICHAEL A. LEFEBURE  
Defendant

**WRIT OF EXECUTION**

TO THE SHERIFF OF Clearfield COUNTY:

To satisfy the judgment, interest and costs against: Michael A. Lefebure Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;

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

Amount due ..... \$ 10,615.90

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

Prothonotary

\_\_\_\_\_  
Deputy

DATED: \_\_\_\_\_

WWR#03967795

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

RESCOMM HOLDINGS NO 2, LLC  
Plaintiff

No. 05-1241-CD

vs.

MICHAEL LEFEBURE  
Defendant

**WRIT OF EXECUTION**  
**NOTICE**

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

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

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

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

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

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

(b) Social Security benefits on deposit in the amount of \$ \_\_\_\_\_

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

\_\_\_\_\_

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

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

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

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

**THIS CLAIM TO BE FILED WITH:**

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

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

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

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

WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW

ResComm Holdings, #02, LLC,  
assignee of Fifth Third Bank

Vs.

NO.: 2005-01241-CD

Michael A. Lefebure,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due RESCOMM HOLDINGS, #02, LLC, assignee of Fifth Third Bank Plaintiff(s) from MICHAEL A. LEFEBURE, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
  
Garnishee(s) as follows:  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) 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/her that he/she has been added as a garnishee and is enjoined as above stated.
- (4) 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.

AMOUNT DUE/PRINCIPAL: \$9,898.99  
INTEREST: \$329.33  
ATTY'S COMM: \$  
DATE: 7/31/2006

PROTHONOTARY'S COSTS PAID: \$145.00  
SHERIFF: \$  
OTHER COSTS: \$417.58

\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

Requesting Party: William T. Molczan, Esq.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
412-434-7955

\_\_\_\_\_  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20330  
NO: 05-1241-CD

PLAINTIFF: RESCOMM HOLDINGS NO 2, LLC ASSIGNEE OF FIFTH THIRD BANK

vs.

DEFENDANT: MICHAEL A. LEFEBURE A/K/A MICHAEL LEFEBURE

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 04/24/2006

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 03/12/2007

FILED  
018:51/BL  
MAR 12 2007

William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

@

SERVED MICHAEL A. LEFEBURE A/K/A MICHAEL LEFEBURE

DEFENDANT NOT LIVING AT ADDRESS SUPPLIED BY ATTORNEY OFFICE. INFORMED ATTORNEY OFFICE ON 5/5/06 THAT DEFENDANT HAD MOVED.

@

SERVED

NOW, MARCH 12, 2007 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20330  
NO: 05-1241-CD

PLAINTIFF: RESCOMM HOLDINGS NO 2, LLC ASSIGNEE OF FIFTH THIRD BANK

vs.

DEFENDANT: MICHAEL A. LEFEBURE A/K/A MICHAEL LEFEBURE

Execution PERSONAL PROPERTY


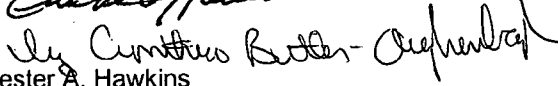
SHERIFF RETURN

---

SHERIFF HAWKINS \$42.69

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

RESCOMM HOLDINGS NO 2, LLC  
assignee of FIFTH THIRD BANK

Plaintiff

No. 05-1241-CD

vs.

**PRAECIPE FOR WRIT OF EXECUTION**

MICHAEL A LEFEBURE a/k/a  
MICHAEL LEFEBURE

Defendant

FILED ON BEHALF OF  
Plaintiff

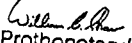
COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#03967795

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

APR 24 2006

Attest.

  
Prothonotary/  
Clerk of Courts

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

RESCOMM HOLDINGS NO 2, LLC  
assignee of FIFTH THIRD BANK

Plaintiff

vs.

Civil Action No. 05-1241-CD

MICHAEL A LEFEBURE a/k/a  
MICHAEL LEFEBURE

Defendant

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

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

1. directed to the Sheriff of Clearfield County:
  2. against Michael A. Lefebure a/k/a Michael Lefebure, Defendant
  3. Judgment Amount \$ 9,868.99
- 
- |                  |                     |
|------------------|---------------------|
| Interest         | \$ 178.46           |
| Costs            | \$ 147.58           |
| <b>SUBTOTAL:</b> | <b>\$ 10,195.03</b> |
- Costs (to be added by Prothonotary):                      **Prothonotary costs \$ 125.00**

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

By: 

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

WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955



WWR#03967795

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

RESCOMM HOLDINGS NO 2, LLC  
assignee of FIFTH THIRD BANK  
Plaintiff

vs.

Civil Action No. 05-1241-CD

MICHAEL A LEFEBURE a/k/a  
MICHAEL LEFEBURE  
Defendant

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

To satisfy the judgment, interest and costs against: Michael A. Lefebure a/k/a Michael Lefebure Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;

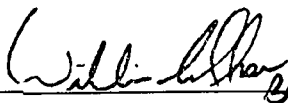
(2) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due ..... \$ 10,195.03

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

125.00 Prothonotary costs

Prothonotary

  
\_\_\_\_\_  
Deputy

DATED: 4/24/06

WWR#03967795

Received April 24, 2006 @ 2:30 P.M.  
Cristen A. Blumhais  
By Cynthia Butler-Depledge

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

RESCOMM HOLDINGS NO 2, LLC  
Plaintiff

No. 05-1241-CD

vs.

MICHAEL A LEFEBURE  
Defendant

**WRIT OF EXECUTION**  
**NOTICE**

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

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

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

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

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

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

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

(b) Social Security benefits on deposit in the amount of \$ \_\_\_\_\_

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

\_\_\_\_\_

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

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

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

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

**THIS CLAIM TO BE FILED WITH:**

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

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

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

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

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME MICHAEL A. LEFEBURE A/K/A MICHAEL LEFEBURE

NO. 05-1241-CD

NOW, March 10, 2007, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Michael A. Lefebure A/K/A Michael Lefebure to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR SERVICE	9.00
MILEAGE LEVY	18.69
MILEAGE POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	10.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$42.69</b>

DEBT-AMOUNT DUE	9,868.99
INTEREST @ %	0.00
FROM TO 07/07/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	147.58
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	178.46
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$10,382.72</b>

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	42.69
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$167.69</b>
<b>TOTAL COSTS</b>	<b>\$10,382.72</b>

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

CHESTER A. HAWKINS, Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20425  
NO: 05-1241-CD

PLAINTIFF: RESCOMM HOLDINGS #02, LLC, ASSIGNEE OF FIFTH THIRD BANK

vs.

DEFENDANT: MICHAEL A. LEFEBURE

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 7/31/2006

LEVY TAKEN 9/25/2006 @ 11:00 AM

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 2/29/2008

FILED

019:338  
FEB 29 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

9/25/2006 @ 11:00 AM SERVED MICHAEL A. LEFEBURE

SERVED MICHAEL A. LEFEBURE, DEFENDANT, AT HIS RESIDENCE 940 BRISBIN ST., LOT 7, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHAEL A. LEFEBURE

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

@ SERVED MICHAEL A. LEFEBURE

NOVEMBER 2, 2006 DEPUTIES RE-LEVIED BECAUSE MICHAEL A. LEFEBURE TRADED HIS 2001 CAR IN ON THE 2005 CAR. DEPUTIES FILED CHARGES.

@ SERVED

NOW, DECEMBER 5, 2006 RECEIVED A FAX LETTER FROM MIDPENN LEGAL SERVICES, DEFENDANT FILED BANKRUPTCY.

@ SERVED

NOW, FEBRUARY 28, 2008 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20425  
NO: 05-1241-CD

PLAINTIFF: RESCOMM HOLDINGS #02, LLC, ASSIGNEE OF FIFTH THIRD BANK  
vs.

DEFENDANT: MICHAEL A. LEFEBURE

Execution PERSONAL PROPERTY

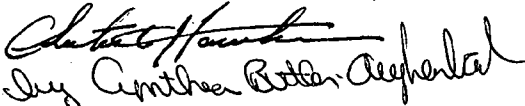
SHERIFF RETURN

---

SHERIFF HAWKINS \$176.62

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

  
Chester A. Hawkins  
Sheriff

WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW

ResComm Holdings, #02, LLC,  
assignee of Fifth Third Bank

Vs.

NO.: 2005-01241-CD

Michael A. Lefebure,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due RESCOMM HOLDINGS, #02, LLC, assignee of Fifth Third Bank Plaintiff(s) from MICHAEL A. LEFEBURE, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
  
Garnishee(s) as follows:  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof:
- (3) If property of the defendant(s) 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/her that he/she has been added as a garnishee and is enjoined as above stated.
- (4) 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.

AMOUNT DUE/PRINCIPAL: \$9,898.99  
INTEREST: \$329.33  
ATTY'S COMM: \$  
DATE: 7/31/2006

PROTHONOTARY'S COSTS PAID: \$145.00  
SHERIFF: \$  
OTHER COSTS: \$417.58



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 31<sup>st</sup> day  
of July A.D. 2006  
At 3:00 P.M. CM

Requesting Party: William T. Molczan, Esq.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
412-434-7955

Christopher H. Hanks  
Sheriff by Cynthia Butler - Clapham



**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME MICHAEL A. LEFEBURE

NO. 05-1241-CD

NOW, February 28, 2008, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Michael A. Lefebure to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	9.00
SERVICE	9.00
MILEAGE	16.02
LEVY	20.00
MILEAGE	16.02
POSTING	9.00
HANDBILLS	
COMMISSION	0.00
POSTAGE	1.56
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	16.02
ADD'L LEVY	15.00
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	15.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$176.62</b>

DEBT-AMOUNT DUE	9,868.99
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	417.58
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	329.33
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$10,957.52</b>

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	176.62
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$321.62</b>
<b>TOTAL COSTS</b>	<b>\$10,957.52</b>

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

CHESTER A. HAWKINS, Sheriff



## MidPenn Legal Services

211 East Locust Street, Clearfield, PA 16830  
Phone 814-765-9646 FAX 814-765-1396  
Toll-Free 800-326-9177  
www.midpenn.org

December 5, 2006

Chester A. Hawkins, Sheriff  
Sheriff's Office  
1 North Second Street, Suite 116  
Clearfield, Pennsylvania 16830

RE: ResComm Holdings #02LLC Assignee of Fifth Third Bank  
vs. Michael A. Lefebvre #2005-1241-CD

Dear Sheriff Hawkins:

I filed a Chapter 7 bankruptcy on behalf of Michael A. Lefebvre on December 4, 2006. The docket number is 06-70989. I have enclosed a copy of the Notice of Bankruptcy Case Filing. The sheriff sale of Mr. Lefebvre's automobile scheduled for Friday, December 8, 2006 should be stayed. Please contact me if you need further information. Thank you for your attention to this matter.

Very truly yours,

MIDPENN LEGAL SERVICES  
By

Robin Jean Foor  
Attorney at Law

RJF: djo

Enclosure

