



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

vs.

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

CIVIL DIVISION

No. 2006 - 1891 - CD

COMPLAINT

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF THIS PARTY:

CHARLES E. BOBINIS, ESQUIRE  
PA I.D. #30665  
Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

DIRECT DIAL: (412) 456-8102

BERNSTEIN FILE NO. G0064959

**FILED**

NOV 15 2006

m 10:05/w  
William A. Shaw  
Prothonotary/Clerk of Courts

2 CENT TO SHFE

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

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

vs.

Civil Action No.

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

**NOTICE AND COMPLAINT**

**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 upon you, 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 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.

Lawyer Referral Service  
PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

## COMPLAINT

1. Plaintiff D. C. Guelich Explosive Company ("Guelich") is a Pennsylvania corporation maintaining principal offices and place of business at Clearfield, Pennsylvania.

2. Defendant Robert L. Cuomo is an adult individual citizen of Pennsylvania trading as Cuomo Contracting & Excavating maintaining principal offices and place of business at RR 5, Box 896, Altoona, Blair County, PA 16601.

3. The actions and events out of which this cause of action arises occurred in Blair County, Pennsylvania. However, payments under the contract were to be made to Plaintiff at its main office in Clearfield, Pennsylvania. This Honorable Court therefore has both subject matter jurisdiction and venue over the case.

4. On various dates between June 6, 2006 and September 30, 2006, Guelich, at the specific request of Cuomo Contracting & Excavating, sold and delivered to Cuomo Contracting & Excavating various explosive goods and services at the times, in the amounts and for the prices listed on Plaintiff's Invoices with supporting drilling and shipping records, referenced on Plaintiff's Statement, a true and correct copy of which is attached hereto marked as Exhibit "1" and made a part hereof.

5. Defendant received copies of the invoices in the normal course of business.

6. Defendant received and accepted the aforesaid goods and services for the agreed prices.

7. Despite the occurrence of all conditions precedent, Defendant Cuomo Contracting & Excavating failed and refused to pay Guelich the principal sum due.

8. The written Credit Agreement between the parties provides that Cuomo Contracting & Excavating will pay Guelich finance charges of 2% per month on all principal balances not paid when due as well as counsel fees of 1/3 of the total amount due, if the account is placed for collection, a true and correct copy of the Credit Agreement is attached hereto marked as Exhibit "2" and made a part hereof..

9. The total amount of principal and finance charges due through September 30, 2006, amount to \$13,137.14, per Exhibit "1".

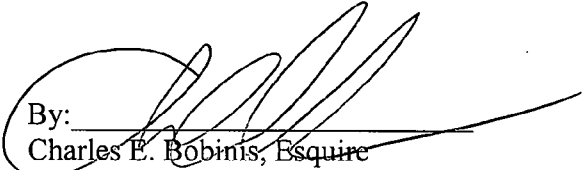
10. Counsel fees of 1/3 equal \$4,379.30.

11. Although repeatedly requested to pay, Defendant has failed and refused to pay the aforesaid sums justly due and owing to Guelich.

WHEREFORE, D. C. Guelich Explosive Co. demands Judgment on this Complaint against Defendant Cuomo Contracting & Excavating in the amount of \$17,954.37, plus appropriate additional interest at the contractual rate from September 30, 2006, plus record costs and such other and further relief as the Court deems just and appropriate.

Respectfully submitted,

BERNSTEIN LAW FIRM, P.C.

By:   
Charles E. Bobinis, Esquire  
cbobinis@bernsteinlaw.com  
PA ID #30665  
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8102

BERNSTEIN FILE NO. G0064959

Oct 5, 2006 - 10:28am

D. C. GUELICH EXPLOSIVE CO.

## ACCOUNTS RECEIVABLE AGING REPORT

Aged As Of 10/05/2006

Printed In Customer Number, Apply-To Number Order, Detail, Open Items Only

Minimum Balance Due: All

In Aging Period Or Older: All

Balance Forward Totals to Current Period Only

Balance Forward Totals to Current Period Only

Document Types I = Invoice P = Payment C = Cr Memo D = Dr Memo B - Balance Forward F - Finance Charge

\* All Documents Except B, C and D Are Aged By Doc Date Of The Document To Which They Relate.

Document Types I = Invoice P = Payment C = Cr Memo D = Dr Memo B = Balance Forward  
Notes: Types I, P And F Are Aged By Their Doc Date. Types P, C And D Are Aged By Doc Date Of The Document To Which They Apply.  
On Type B Amount-1 Is Cash Receipt Amt. On Type F Amount-1 Is Fin Charge

Types I, B And F Are Aged By Their Doc Date. Types P, C And D Are Aged By Doc Date Of Inv.  
On Types I, B, C And D Amount-1 Is Sale Amt. On Type P Amount-1 Is Cash Receipt Amt. On Type F Amount-1 Is Fin Charge Amt  
On Types I, B, C And D Amount-2 Is Discount And Allowance. (No Amount-2 For Types P & B)

On Types I, B, C And D Amount-1 Is Sale Amt. On Type P Amount-1 Is Cash Amt.  
On Types I, C, and D Amount-2 Is Other Charges. On Type P Amount-2 Is Discount And Allowance. (No Amount-2 For Types F & B)

Cust-No	Name	***** Aged Customer Balance *****							
Bal-Mthd	Contact					CURRENT	OVER 30	OVER 45	OVER 60
Phone-No	Terms	Slsman	Collectr	Terr	Loc	Crdt-Lmt			
10CUOM	CUOMO CONTRACTING & EXCAVATING								
Opn-Itm									
814-943-0389	NET 30 DAYS	99			10	1,000,000			

Doc-No	Doc-Date	Tp	Apply-To	Due-Date	Amount-1	Amount-2	
93304	06/02/2006	I	93304	07/02/06	3,179.78	.00	3,179.78
93322	06/06/2006	I	93322	07/06/06	3,230.29	.00	3,230.29
93431	06/21/2006	I	93431	07/21/06	6,098.53	.00	6,098.53
20060731	07/31/2006	F	20060731	07/31/06	128.20	.00	128.20
20060831	08/31/2006	F	20060831	08/31/06	250.17	.00	250.17
20060930	09/30/2006	F	20060930	09/30/06	250.17	.00	250.17

Customer Total:	13,137.14	250.17	250.17	12,636.83
-----------------	-----------	--------	--------	-----------

1 Cust Printed Grand Totals:	13,137.14	250.17	.00	
			250.17	12,636.

	1.90	1.00	
% OF Balance:		1.90	96.

Outstand B,D,I	12,508.60	.00	.00	12,508.60
----------------	-----------	-----	-----	-----------

Unapplied C,P	.00	.00	.00
---------------	-----	-----	-----

Finance Charges	628.54	250.17		.00	
			250.17		128

# EXIT

D.C. Guelich Explosive Co. Credit Agreement

Customer Name: ROBERT CUOMO Phone: 814-943-0389  
 Address: R.D.#5-Box-896  
 City: ALTONA State: PA Zip: 16601 Fax: 814-943-1458  
 Person to Contact Regarding Invoices: Robert JAVET CUOMO Phone: 946-1507  
 Parent Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Federal ID#: 25-613-4226

Type of Business:

- ☐ Corporation  
☐ Partnership  
☒ Sole Proprietorship  
☐ Limited Liability Co.

No. of Years in Business:

39Credit Limit Requested:Information on Principals

For Proprietorship or Partnership: List all Owners and/or Partners.

For Corporation or Limited Liability Company: List all Officers, Directors, Members and Majority Stockholders.

Name	Position	Home Address

Have any of the companies or individuals listed above ever been a debtor in a bankruptcy proceeding? \_\_\_\_\_  
 Has any judgment ever been entered against any of the companies or individuals listed above? \_\_\_\_\_  
 Are there legal actions or arbitrations pending against any of the companies or individuals listed above? \_\_\_\_\_

CREDIT REFERENCES (Attach separate schedule if necessary)Primary Bank:

Name: ARC Federal Credit Union Phone: 946-0857 Fax: 946-0903  
 Address: ALTONA, PA Contact Name: MICHELE

Trade References

Name: PENN Public "SALLY" Phone #: 944-5314 Fax: 944-8198  
 Address: ALTONA, PA Contact Name: SALLY KATHY  
 Name: HEAVY DUTY PORTS "DUTCH" Phone #: 942-0819 Fax: 942-0819  
 Address: ALTONA, PA Contact Name: DUTCH  
 Name: BAUM WELDING Phone #: 687-3343 Fax: \_\_\_\_\_  
 Address: FLINTON RD. Contact Name: CLAIR

TERMS AND CONDITIONS

I/we certify that the above information is correct and complete and further understand that Seller will rely on this information for the extension of credit. Customer authorizes Seller at any time and from time to time to obtain Credit Reports on Customer or any individuals listed above or to obtain credit and funding information from other persons or entities listed above. Customer further agrees to supply such additional information as may be required by Seller to warrant the future extensions of credit.  
 Customer agrees to pay service charges of 2% interest per month on any invoice amount past due until paid, both before and after judgment, and further agrees to pay all costs incurred in collection of past due amounts, including attorney's fees in the amount of 1/3 of the total balance due from Customer in the event this account is placed with an attorney for collection, whether suit is filed thereon or not. All waivers executed by Seller shall be effective only to the dollar amount of payments actually received. Customer agrees that Seller retains its mechanic's lien, payment bond or similar security rights for unpaid deliveries under any circumstances, regardless of what other documents have been presented to Seller for signature which may imply otherwise. Seller may stop the manufacture or supply of any labor or materials when it, in its sole discretion, determines that Customer is in breach of this Agreement or any other contract with Seller, or Seller has insecurity with respect to Customer's creditworthiness, until payment is made and any dispute or insecurity has been resolved. Customer further agrees that Seller shall not, in any event, be responsible for any damage due to delay in supply of any labor or materials.

Applicant(s):

By: CUOMO CONTRACTING & EXCAVATING

By: \_\_\_\_\_

Name: ROBERT CUOMO

Name: \_\_\_\_\_

Title: OWNER

Title: \_\_\_\_\_

Date: 5-25-06

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


CREDIT APPLICATION NOT ACCEPTED WITHOUT APPROVAL OF SELLER'S CREDIT DEPARTMENT

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

EXHIBIT.2.

**VERIFICATION**

The undersigned does hereby verify under penalty of perjury, that he is the President of D.C. Guelich Explosive Co., Plaintiff herein, that he 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 knowledge, information and belief.

A handwritten signature in blue ink, appearing to read "Dwight P. Guelich", is written over a horizontal line.

(Sign in Blue Ink)



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

DOCKET # 102156  
NO: 06-1891-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: D.C. GUELICH EXPLOSIVE CO.

vs.

DEFENDANT: ROBERT L. CUOMO t/a CUOMO CONTRACTING & EXCAVATING

**SHERIFF RETURN**

---

NOW, November 20, 2006, SHERIFF OF BLAIR COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON ROBERT L. CUOMO t/a CUOMO CONTRACTING & EXCAVATING.

NOW, December 13, 2006 AT 7:00 PM SERVED THE WITHIN COMPLAINT ON ROBERT L. CUOMO t/a CUOMO CONTRACTING & EXCAVATING, DEFENDANT. THE RETURN OF BLAIR COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

**FILED**  
01:37/04  
FEB 27 2007

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102156  
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SERVICES 1  
COMPLAINT

PLAINTIFF: D.C. GUELICH EXPLOSIVE CO.

vs.

DEFENDANT: ROBERT L. CUOMO t/a CUOMO CONTRACTING & EXCAVATING

SHERIFF RETURN

RETURN COSTS

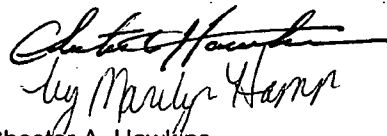
Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BERNSTEIN	37884	10.00
SHERIFF HAWKINS	BERNSTEIN	37884	21.00
BLAIR CO.	BERNSTEIN	37885	28.50

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

DATE RECEIVED

DATE PROCESSED

# SHERIFF'S DEPARTMENT

BLAIR COUNTY, PENNSYLVANIA  
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

**SHERIFF SERVICE**  
**PROCESS RECEIPT, and AFFIDAVIT OF RETURN**

**INSTRUCTIONS:**

**Print legibly, insuring readability of all copies.**

Do not detach any copies. BCSD ENV. #

1. PLAINTIFF / S / <div style="font-size: 1.5em; font-family: cursive;">DC Guellich Explosive Co</div>	2. COURT NUMBER <div style="font-size: 1.5em; font-family: cursive;">2006-1891 CO / 62078T-06</div>
3. DEFENDANT / S / <div style="font-size: 1.5em; font-family: cursive;">Robert L. Cuomo et al</div>	4. TYPE OF WRIT OR COMPLAINT <div style="font-size: 1.5em; font-family: cursive;">Complaint</div>
5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD. <div style="font-size: 1.5em; font-family: cursive;">Robert L. Cuomo to Cuomo Contracting, Excavating</div>	
6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code) <div style="font-size: 1.5em; font-family: cursive;">RR 5 Box 896 Altoona PA 16601</div>	
7. INDICATE UNUSUAL SERVICE: <input checked="" type="checkbox"/> PERSONAL <input checked="" type="checkbox"/> PERSON IN CHARGE <input type="checkbox"/> DEPUTIZE <input type="checkbox"/> CERT. MAIL <input type="checkbox"/> REGISTERED MAIL <input type="checkbox"/> POSTED <input type="checkbox"/> OTHER	

NOW, \_\_\_\_\_, I, SHERIFF OF BLAIR COUNTY, PA., do hereby deputize the Sheriff of  
 County to execute this Writ and make return thereof according  
 to law. This deputation being made at the request and risk of the plaintiff.

\_\_\_\_\_  
 SHERIFF OF BLAIR COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriffs' sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of: <div style="font-size: 1.2em; font-family: cursive;">Deposited by <u>Clayfield</u>  <u>Bernstein Law Firm</u></div>										10. TELEPHONE NUMBER <div style="font-size: 1.2em; font-family: cursive;">412 452 8100</div>					11. DATE <div style="font-size: 1.2em; font-family: cursive;">11-21-06</div>									
12. I acknowledge receipt of the writ or complaint as indicated above.										SIGNATURE of Authorized BCSO Deputy or Clerk and Title <div style="font-size: 1.2em; font-family: cursive;">B. Scheiber</div>					13. Date Received <div style="font-size: 1.2em; font-family: cursive;">11-21-06</div>					14. Expiration/Hearing date <div style="font-size: 1.2em; font-family: cursive;">12-16-06</div>				
SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE																								
15. I hereby CERTIFY and RETURN that <input checked="" type="checkbox"/> have personally served, <input type="checkbox"/> have served person in charge, <input type="checkbox"/> have legal evidence of service as shown in "Remarks" (on reverse) <input type="checkbox"/> have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by hand ing/or Posting a TRUE and ATTESTED COPY thereof.																								
16. <input type="checkbox"/> I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)																								
17. Name and title of individual served <div style="font-size: 1.2em; font-family: cursive;">John</div>										18. A person of suitable age and discretion then residing in the defendant's usual place of abode. <input type="checkbox"/>					Read Order <input type="checkbox"/>									
19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code) <div style="font-size: 1.2em; font-family: cursive;">John</div>										20. Date of Service <div style="font-size: 1.2em; font-family: cursive;">12-3-06</div>					21. Time <div style="font-size: 1.2em; font-family: cursive;">19 00</div>									
22. ATTEMPTS		Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.					
23. Advance Costs		24		25		26		27. Total Costs					28. COST DUE OR REFUND											
150.00 Recd		122.50		5.00		23.50		5.00					28.50					121.50						
30. REMARKS																								

SO ANSWER.

AFFIRMED and subscribed to before me this

day of

Notary Public

Carol Gueco, Notary Public  
Barro Blanco County

Hollidaysburg, Pa. 17033

MY COMMISSION EXPIRES \_\_\_\_\_  
Member, Pennsylvania Association Of Notaries

By (Sheriff/Dep. Sheriff) (Please Print or Type)

Signature \_\_\_\_\_ Sheriff \_\_\_\_\_

SHERIFF OF BLAIR COUNTY

Date \_\_\_\_\_

Date \_\_\_\_\_

39. Date Received

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE  
OF AUTHORIZED ISSUING AUTHORITY AND TITLE.

## **SHERIFF'S RETURN OF SERVICE**

- ( ) (1) The within \_\_\_\_\_  
upon \_\_\_\_\_, the within named  
defendant by mailing to \_\_\_\_\_  
by \_\_\_\_\_ mail, return receipt requested, postage  
prepaid \_\_\_\_\_ on the \_\_\_\_\_,  
a true and attested copy thereof at \_\_\_\_\_  
\_\_\_\_\_

The return receipt signed by \_\_\_\_\_  
defendant on the \_\_\_\_\_ is hereto attached and  
made part of this return.

- ( ) (2) Outside the Commonwealth, pursuant to Pa. R.C.P. 405 (c) (1) (2), by mailing a true and  
attested copy thereof at \_\_\_\_\_  
\_\_\_\_\_

in the following manner.

- ( ) (a) To the defendant by ( ) registered ( ) certified mail, return receipt requested,  
postage prepaid, addressee only on the \_\_\_\_\_,  
said receipt being returned NOT signed by defendant, but with a notation by the Postal  
Authorities that defendant refused to accept the same. The returned receipt and envelope  
is attached hereto and made part of this return.

And thereafter:

- ( ) (b) To the defendant by ordinary mail addressed to defendant at same address, with the  
return address of the Sheriff appearing thereon, on the \_\_\_\_\_  
\_\_\_\_\_

I further certify that after fifteen (15) days from the mailing date, I have not received said  
envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a  
proof of mailing.

- ( ) (3) By publication in a daily publication of general circulation in the County of Blair,  
Commonwealth of Pennsylvania, \_\_\_\_\_ time (s) with publication appearing  
\_\_\_\_\_

The affidavit from said publication is hereto attached.

- ( ) (4) By mailing to \_\_\_\_\_  
by \_\_\_\_\_ mail, return receipt requested, postage prepaid,  
\_\_\_\_\_ on the \_\_\_\_\_  
a true and attested copy thereof at \_\_\_\_\_  
\_\_\_\_\_

The \_\_\_\_\_ returned by the Postal  
Authorities marked \_\_\_\_\_  
is hereto attached.

- ( ) (5) Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DIRECTIONS TO SHERIFF

To the Sheriff of BLAIR, County

Re: D.C. GUELICH EXPLOSIVE CO.  
Plaintiff(s)

vs.

No. \_\_\_\_\_, 20\_\_

ROBERT L. CUOMO t/a  
CUOMO CONTRACTING & EXCAVATING  
Defendant(s)

Last Day to Serve \_\_\_\_\_

Please serve: the Complaint on Robert L. Cuomo or the person in charge at  
Cuomo Contracting & Excavating at RR 5, Box 896, Altoona, PA 16601.

Date: November 13, 20 06

BERNSTEIN LAW FIRM, P.C.  
Suite 2200 Gulf Tower, Pittsburgh, PA 15219  
(412) 456-8100

\*\*\*\*\*

Deputy:

ATTEMPTS

How Served \_\_\_\_\_

Date and Time of Service \_\_\_\_\_

Place Served \_\_\_\_\_

If Residence Service, State Relationship of Party Served to Defendant

If served at place of business, state Relationship of Party Served to Defendant,  
and if Individual Defendant, efforts made to get Residence Service

Date of Report \_\_\_\_\_, 20\_\_

Deputy Sheriff

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

No. 2006-1891-CD

vs.

COMPLAINT

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF THIS PARTY:

CHARLES E. BOBINIS, ESQUIRE  
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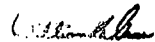
DIRECT DIAL: (412) 456-8102

BERNSTEIN FILE NO. G0064959

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

NOV 16 2006

Attest,

  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
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Lawyer Referral Service  
PA Bar Association  
P.O. Box 186  
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1-800-692-7375

## COMPLAINT

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8. The written Credit Agreement between the parties provides that Cuomo Contracting & Excavating will pay Guelich finance charges of 2% per month on all principal balances not paid when due as well as counsel fees of 1/3 of the total amount due, if the account is placed for collection, a true and correct copy of the Credit Agreement is attached hereto marked as Exhibit "2" and made a part hereof..

9. The total amount of principal and finance charges due through September 30, 2006, amount to \$13,137.14, per Exhibit "1".

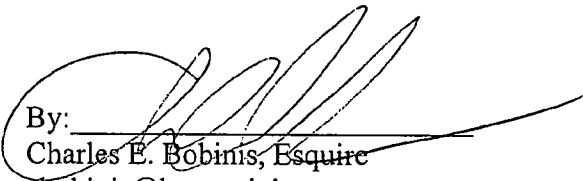
10. Counsel fees of 1/3 equal \$4,379.30.

11. Although repeatedly requested to pay, Defendant has failed and refused to pay the aforesaid sums justly due and owing to Guelich.

WHEREFORE, D. C. Guelich Explosive Co. demands Judgment on this Complaint against Defendant Cuomo Contracting & Excavating in the amount of \$17,954.37, plus appropriate additional interest at the contractual rate from September 30, 2006, plus record costs and such other and further relief as the Court deems just and appropriate.

Respectfully submitted,

BERNSTEIN LAW FIRM, P.C.

By:   
Charles E. Bobinis, Esquire  
cbobinis@bernsteinlaw.com  
PA ID #30665  
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8102

BERNSTEIN FILE NO. G0064959

Oct 5, 2006 - 10:28am

D.C. GUELICH EXPLOSIVE CO.

## ACCOUNTS RECEIVABLE AGING REPORT

Aged As Of 10/05/2006

Printed In Customer Number, Apply-To Number Order, Detail, Open Items Only

Minimum Balance Due: All

In Aging Period Or Older: All

Balance Forward Totals to Current Period Only

Document Types I = Invoice P = Payment C = Cr Memo D = Dr Memo B = Balance Forward F = Finance Charge

Notes: Types I, B And F Are Aged By Their Doc Date. Types P, C And D Are Aged By Doc Date Of The Document To Which They Apply.

On Types I, B, C And D Amount-1 Is Sale Amt. On Type P Amount-1 Is Cash Receipt Amt. On Type F Amount-1 Is Fin Charge Amt

On Types I, C, and D Amount-2 Is Other Charges. On Type P Amount-2 Is Discount And Allowance. (No Amount-2 For Types F &amp; B)

Cust-No	Name	***** Aged Customer Balance *****				
Bal-Mthd	Contact	CREDIT-LIMIT	CURRENT	OVER 30	OVER 45	OVER 60
Phone-No	Terms	Slsman	Collectr	Terr	Loc	
10CUOM	CUOMO CONTRACTING & EXCAVATING					
Opn-Itm						
814-943-0389	NET 30 DAYS	99	10	1,000,000		

Doc-No	Doc-Date	Tp	Apply-To	Due-Date	Amount-1	Amount-2			
93304	06/02/2006	I	93304	07/02/06	3,179.78	.00			3,179.78
93322	06/06/2006	I	93322	07/06/06	3,230.29	.00			3,230.29
93431	06/21/2006	I	93431	07/21/06	6,098.53	.00			6,098.53
20060731	07/31/2006	F	20060731	07/31/06	128.20	.00			128.20
20060831	08/31/2006	F	20060831	08/31/06	250.17	.00	250.17		
20060930	09/30/2006	F	20060930	09/30/06	250.17	.00	250.17		
Customer Total:					13,137.14		250.17	.00	12,636.14
1 Cust Printed Grand Totals:					13,137.14		250.17	.00	12,636.14
% OF Balance:						1.90		.00	96.10
							1.90		
Outstand B,D,I					12,508.60	.00		.00	12,508.60
Unapplied C,P					.00	.00		.00	
Finance Charges					628.54	250.17		.00	128.20
							250.17		

EXHIBIT...

D.C. Guelich Explosive Co. Credit Agreement

Customer Name: ROBERT CUOMO Phone: 814-943-0389  
 Address: R.D.#5-BOX-896  
 City: ALTOONA State: PA Zip: 16601 Fax: 814-943-1458  
 Person to Contact Regarding Invoices: BOB or JANE T. CUOMO Phone: 946-1507  
 Parent Company: \_\_\_\_\_  
 Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 City: \_\_\_\_\_ Federal ID#: 25-613-4226  
 Credit Limit Requested: \_\_\_\_\_

Type of Business:

- ☐ Corporation  
☐ Partnership  
☒ Sole Proprietorship  
☐ Limited Liability Co.

No. of Years in Business:

39Information on Principals

For Proprietorship or Partnership: List all Owners and/or Partners.

For Corporation or Limited Liability Company: List all Officers, Directors, Members and Majority Stockholders.

Name	Position	Home Address

Have any of the companies or individuals listed above ever been a debtor in a bankruptcy proceeding? \_\_\_\_\_  
 Has any judgment ever been entered against any of the companies or individuals listed above? \_\_\_\_\_  
 Are there legal actions or arbitrations pending against any of the companies or individuals listed above? \_\_\_\_\_

CREDIT REFERENCES (Attach separate schedule if necessary)Primary Bank:

Name: A.R.C. Federal Credit Union Phone: 943-0857 Fax: 946-0903  
 Address: ALTOONA, PA Contact Name: MICHELE

Trade References

Name: PENN Public "SALLY" Phone #: 944-5314 Fax: 944-8198  
 Address: ALTOONA, PA Contact Name: SALLY Kathy  
 Name: HEAVY DUTY PARTS "DUTCH" Phone #: 942-0819 Fax: 942-0819  
 Address: ALTOONA, PA Contact Name: DUTCH  
 Name: BAUM WELDING Phone #: 687-3343 Fax: \_\_\_\_\_  
 Address: FLINTON RD. Contact Name: CLAIR

TERMS AND CONDITIONS

I/we certify that the above information is correct and complete and further understand that Seller will rely on this information for the extension of credit. Customer authorizes Seller at any time and from time to time to obtain Credit Reports on Customer or any individuals listed above or to obtain credit and funding information from other persons or entities listed above. Customer further agrees to supply such additional information as may be required by Seller to warrant the future extensions of credit.  
 Customer agrees to pay service charges of 2% interest per month on any invoice amount past due until paid, both before and after judgment, and further agrees to pay all costs incurred in collection of past due amounts, including attorney's fees in the amount of 1/3 of the total balance due from Customer in the event this account is placed with an attorney for collection, whether suit is filed thereon or not. All waivers executed by Seller shall be effective only to the dollar amount of payments actually received. Customer agrees that Seller retains its mechanic's lien, payment bond or similar security rights for unpaid deliveries under any circumstances, regardless of what other documents have been presented to Seller for signature which may imply otherwise. Seller may stop the manufacture or supply of any labor or materials when it, in its sole discretion, determines that Customer is in breach of this Agreement or any other contract with Seller, or Seller has insecurity with respect to Customer's creditworthiness, until payment is made and any dispute or insecurity has been resolved. Customer further agrees that Seller shall not, in any event, be responsible for any damage due to delay in supply of any labor or materials.

Applicant(s):

By: CUOMO CONTRACTING & EXCAVATING

By: \_\_\_\_\_

Name: ROBERT CUOMO

Name: \_\_\_\_\_

Title: OWNER

Title: \_\_\_\_\_

Date: 5-25-06

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

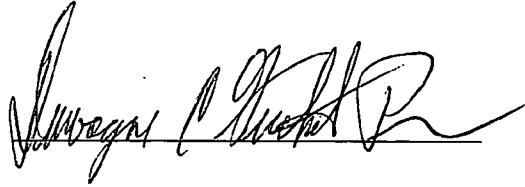
CREDIT APPLICATION NOT ACCEPTED WITHOUT APPROVAL OF SELLER'S CREDIT DEPARTMENT

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

EXHIBIT. 2

**VERIFICATION**

The undersigned does hereby verify under penalty of perjury, that he is the President of D.C. Guelich Explosive Co., Plaintiff herein, that he 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 knowledge, information and belief.

A handwritten signature in blue ink, appearing to read "Dwight C. Guelich", is written over a horizontal line.

(Sign in Blue Ink)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

No. 2006-1891-CD

vs.

PRAECIPE FOR JUDGMENT

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF THIS PARTY:

CHARLES E. BOBINIS, ESQUIRE  
PA I.D. #30665  
Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

DIRECT DIAL: (412) 456-8102

BERNSTEIN FILE NO. C0064959

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

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

vs.

Civil Action No. 2006-1891-CD

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

**PRAECIPE FOR JUDGMENT**

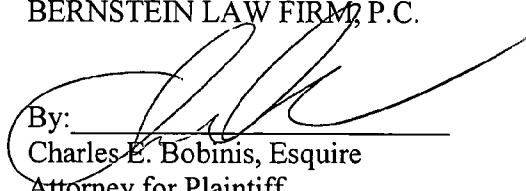
To the Prothonotary:

Kindly enter Judgment against the defendant above named and in favor of the Plaintiff, in the default of an Answer, in the amount of \$18,405.86, plus continuing interest at the rate of 6% per annum on the declining balance computed as follows:

Amount claimed in Complaint	\$17,954.37
Interest from 10/1/06 -2/28/07	\$ 451.49
TOTAL	\$18,405.86

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.

BERNSTEIN LAW FIRM, P.C.

By:   
Charles E. Bobinis, Esquire  
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

Plaintiff: c/o Bernstein Law Firm, P.C., Suite 2200 Gulf Tower, Pittsburgh, PA 15219

Defendant: Robert L. Cuomo t/a Cuomo Contracting & Excavating, RR 5, Box 896, Altoona, PA 16601

FILE COPY

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

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

vs.

Civil Action No. 2006-1891-CD

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

**IMPORTANT NOTICE**

TO: Robert L. Cuomo t/a  
Cuomo Contracting & Excavating  
RR 5, Box 896  
Altoona, PA 16601

Date of Notice: January 9, 2007

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, 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:

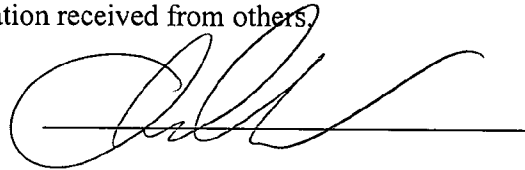
Lawyer Referral Service  
PA Bar Association  
PO Box 186  
Harrisburg, PA 17108  
1-800-692-7375

Bernstein Law Firm, P.C.

By: /s/Charles E. Bobinis  
Charles E. Bobinis  
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

**VERIFICATION**

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are/are not active members of the Armed Forces of the United States or any other military or non-military service covered by the Servicemembers Civil Relief Act, as amended, December, 2003 ("SCRA"). The undersigned further states that if said party is engaged in military or non-military service, as defined within the SCRA, the undersigned is without receipt of or knowledge of an Application for Relief as required by the SCRA. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

A handwritten signature in dark ink, consisting of a large, stylized 'D' followed by a series of loops and a long horizontal stroke extending to the right.



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

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

vs.

Civil Action No. 2006-1891-CD

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

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 3/5/07.

(xx) Assumpsit Judgment in the amount  
of \$18,405.86 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

Robert L. Cuomo t/a  
Cuomo Contracting & Excavating  
RR 5, Box 896  
Altoona, PA 16601

Prothonotary

By: Willie L. Hays  
PROTHONOTARY (OR DEPUTY)

COPY

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

D. C. Guelich Explosive Co.  
Plaintiff(s)

No.: 2006-01891-CD

Real Debt: \$18,405.86

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Robert L. Cuomo  
Cuomo Contracting & Excavating  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 5, 2007

Expires: March 5, 2012

Certified from the record this 5th day of March, 2007.



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

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

vs.

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

vs.

ARC FEDERAL CREDIT UNION,  
FIRST COMMONWEALTH BANK,

Garnishees.

CIVIL DIVISION

No. 2006-1891-CD

PRAECIPE FOR WRIT OF EXECUTION

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF THIS PARTY:

CHARLES E. BOBINIS, ESQUIRE  
PA I.D. #30665  
Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

DIRECT DIAL: (412) 456-8102

BERNSTEIN FILE NO. C0064959

Issued to Blair Co. Sheriff

**FILED** Att'y pd 20.00  
m/3:15/07  
MAR 05 2007  
William A. Shaw  
Prothonotary/Clerk of Courts  
ICC & writs  
to Att'y (per Att'y's  
request)  
CR

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

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

vs.

Civil Action No. 2006-1891-CD

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

vs.

ARC FEDERAL CREDIT UNION, and  
FIRST COMMONWEALTH BANK,

Garnishees.

**PRAECIPE FOR WRIT OF EXECUTION**

To the Prothonotary:

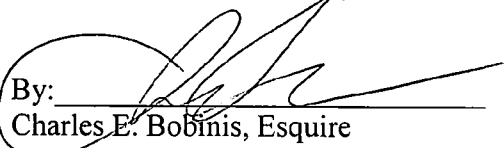
Kindly issue a Writ of Execution in the above matter...

1. directed to the Sheriff of Blair County:
2. against Defendant: Robert L. Cuomo t/a  
Cuomo Contracting & Excavating  
RR 5, Box 896  
Altoona, PA 16601
3. against Garnishees: Arc Federal Credit Union  
1919 7<sup>th</sup> Avenue  
Altoona, PA 16602  
  
First Commonwealth Bank  
2009 Pleasant Valley Blvd.  
Altoona, PA 16602

4. JUDGMENT \$17,954.37  
Interest from 10/1/06 – 2/28/07: \$ 451.49  
Poundage \$ 368.12  
SUBTOTAL: \$18,773.98  
Costs (to be added by Prothonotary): \$ 125.00  
TOTAL \$

Date: 2-28-7

BERNSTEIN LAW FIRM, P.C.

By:   
Charles E. Bobinis, Esquire  
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219

**BERNSTEIN FILE NO. C0064959**

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

D. C. Guelich Explosive Co.

Vs.

NO.: 2006-01891-CD

Robert L. Cuomo trading as  
Cuomo Contracting & Excavating

Arc Federal Credit Union and First Commonwealth Bank  
Garnishees

COPY

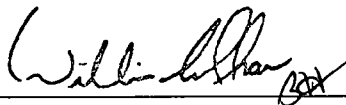
**TO THE SHERIFF OF BLAIR COUNTY:**

To satisfy the debt, interest and costs due D. C. GUELICH EXPLOSIVE CO., Plaintiff(s) from ROBERT L. CUOMO trading as CUOMO CONTRACTING & EXCAVATING, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
Arc Federal Credit Union and First Commonwealth Bank, 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:.....\$17,954.37  
INTEREST from 10/1/06--2/28/07:.....\$451.49  
ATTY'S COMM: \$  
DATE: 03/05/2007

PROTHONOTARY'S COSTS PAID:....\$125.00  
SHERIFF: \$  
OTHER COSTS: \$  
POUNDAGE:.....\$368.12



William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: Charles E. Bobinis, Esq.  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

\_\_\_\_\_  
Sheriff

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

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

vs.

Civil Action No. 2006-1891-CD

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,  
RR 5, Box 896  
Altoona, PA 16601

Defendant.

vs.

ARC FEDERAL CREDIT UNION, and  
FIRST COMMONWEALTH BANK,

Garnishees.

TO: First Commonwealth Bank  
2009 Pleasant Valley Blvd.  
Altoona, PA 16602

**FILED**  
M110:56/67 NO CC  
APR 16 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

**IMPORTANT NOTICES TO GARNISHEE!**

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

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

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

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

D. If any Defendant above named is an individual, and if Social Security 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.

E. In your answers to these Interrogatories in Attachment, please state whether the account includes Social Security direct deposits or that you have identified the funds in the account as being from sources other than Social Security direct deposits.

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason?

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

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

4. If the answer to Interrogatory 3 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.



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

6. If the answer to Interrogatory 5 is in the affirmative, describe the nature, fair market value, and present location of each of said properties.

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

8. If the answer to Interrogatory 7 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

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

10. If the answer to Interrogatory 9 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

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

12. If the answer to Interrogatory 11 is in the affirmative, describe the amount or nature, fair market value and present location of each of such payments and properties.

BERNSTEIN LAW FIRM, P.C.

By: 

Charles E. Bobonis, Esquire  
Attorney for Plaintiff

Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

**BERNSTEIN FILE NO. C0064959**


EXHIBIT "A"  
ANSWERS TO INTERROGATORIES

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

## VERIFICATION

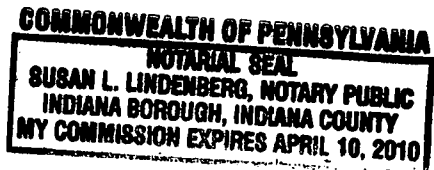
COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF INDIANA )

On this 10<sup>th</sup> day of April 2007 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 10<sup>th</sup> day of April 2007

Susan L. Lindenberg  
Notary Public



**FILED**

**APR 16 2007**

**William A. Shaw  
Prothonotary/Clerk of Courts**

2007 APR 16 PM 4:00  
CLERK OF COURT  
JUDICIAL CENTER  
PHILADELPHIA, PA 19101

D.C. GUELICH EXPLOSIVE CO.  
Plaintiff

vs.

ROBERT L. CUOMO, trading as  
CUOMO CONTRACTING &  
EXCAVATING

Defendant

and

ARC FEDERAL CREDIT UNION and  
FIRST COMMONWEALTH BANK  
Garnishees

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL ACTION AT LAW

2006—01891-CD

ANSWER TO INTERROGATORIES  
BILL OF COSTS  
CERTIFICATE OF SERVICE

## COVER SHEET

**FILED**

APR 18 2007

m/2:15/um

William A. Shaw

Prothonotary/Clerk of Courts

2 Cert to

Att

Filed on Behalf of Garnishee

Counsel of record for said party:  
Terrence E. Tomassetti, Esquire  
State Court ID: 27639  
TOMASSETTI LAW OFFICE  
2006 Sixth Avenue  
Altoona, PA 16602  
(814) 944-3249

<b>D.C. GUELICH EXPLOSIVE CO.</b>	:	<b>COURT OF COMMON PLEAS OF</b>
<b>Plaintiff</b>	:	<b>CLEARFIELD COUNTY,</b>
	:	<b>PENNSYLVANIA</b>
<b>vs.</b>	:	
	:	<b>CIVIL ACTION AT LAW</b>
<b>ROBERT L. CUOMO, trading as</b>	:	
<b>CUOMO CONTRACTING &amp;</b>	:	
<b>EXCAVATING</b>	:	<b>2006—01891-CD</b>
<b>Defendant</b>	:	
	:	
<b>and</b>	:	<b>ANSWER TO INTERROGATORIES</b>
	:	
<b>ARC FEDERAL CREDIT UNION and</b>	:	
<b>FIRST COMMONWEALTH BANK</b>	:	
<b>Garnishees</b>	:	
	:	
	:	

### **ANSWER TO INTERROGATORIES TO GARNISHEE**

**AND NOW**, comes the **ARC FEDERAL CREDIT UNION**, by and through its legal counsel, Terrence E. Tomassetti, Esquire, files the within answer to the Interrogatories of Plaintiff in the above-captioned matter:

1. through 12.

Garnishee has the following accounts:

Account Number:	25301
Owners:	Cuomo Contracting and Excavating
Regular Share (25301-1):	\$7.13
Share Draft (24285-7):	\$0.00
Subject to Garnishee's Bill of Costs	

Garnishee does hold or otherwise owe Defendants any other assets.

Respectfully submitted,



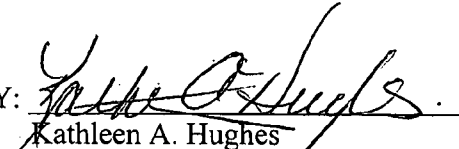
Terrence E. Tomassetti  
Attorney for Garnishee  
State Court ID: 27639  
TOMASSETTI LAW OFFICE  
2006 Sixth Avenue  
Altoona, PA 16602  
(814) 944-3249

## **VERIFICATION**

I, Kathleen A. Hughes, Agent for the Plaintiff, hereby verify that the information set forth in the within Pleading is true and correct to the best of my knowledge, information and belief. This Verification is made subject to 18 Pa.C.S.A. § 4904, relating to Unsworn Falsification to Authorities.

ARC FEDERAL CREDIT UNION

BY:


  
Kathleen A. Hughes



D.C. GUELICH EXPLOSIVE CO.	:	COURT OF COMMON PLEAS OF
Plaintiff	:	CLEARFIELD COUNTY,
	:	PENNSYLVANIA
vs.	:	
	:	CIVIL ACTION AT LAW
ROBERT L. CUOMO, trading as	:	
CUOMO CONTRACTING &	:	
EXCAVATING	:	2006—01891-CD
Defendant	:	
	:	
and	:	
	:	BILL OF COSTS
	:	
ARC FEDERAL CREDIT UNION and	:	
FIRST COMMONWEALTH BANK	:	
Garnishees	:	

**GARNISHEE'S BILL OF COSTS**

Pursuant to 42 Pa.C.S.A. §2503(3), the Garnishee is entitled to reasonable counsel fees as part of the taxable cost of this matter. The Garnishee's reasonable counsel fees are in the amount of ONE HUNDRED TWENTY-FIVE and 00/100 (\$125.00) DOLLARS and FOUR and 88/100 (\$4.88) in costs.

  
 Terrence E. Tomassetti, Esquire  
 TOMASSETTI LAW OFFICE  
 Attorney for ARC Federal Credit Union

<b>D.C. GUELICH EXPLOSIVE CO.</b>	:	<b>COURT OF COMMON PLEAS OF</b>
<b>Plaintiff</b>	:	<b>CLEARFIELD COUNTY,</b>
	:	<b>PENNSYLVANIA</b>
<b>vs.</b>	:	
	:	<b>CIVIL ACTION AT LAW</b>
<b>ROBERT L. CUOMO, trading as</b>	:	
<b>CUOMO CONTRACTING &amp;</b>	:	
<b>EXCAVATING</b>	:	<b>2006—01891-CD</b>
<b>Defendant</b>	:	
	:	
<b>and</b>	:	<b>ANSWER TO INTERROGATORIES</b>
	:	
<b>ARC FEDERAL CREDIT UNION and</b>	:	
<b>FIRST COMMONWEALTH BANK</b>	:	
<b>Garnishees</b>	:	
	:	

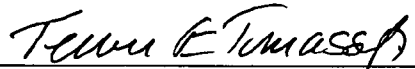
### **CERTIFICATE OF SERVICE**

I, Terrence E. Tomassetti, Esquire, hereby certify that on April 17, 2007, I served a true and correct copy of the within Answer to Interrogatories and Bill of Costs on the parties named below, by depositing same in the United States Mail, regular first-class mail, postage prepaid:

Charles E. Bobinis, Esquire	Robert L. Cuomo	Cuomo Contracting and
Bersntein Law Firm, PC	RR 5, Box 896	Excavating
Suite 2200 Gulf Tower	Altoona, PA 16601	RR 5, Box 896
Pittsburgh, PA 15219		Altoona, PA 16601

I further hereby certify that on April 17, 2007, I served a true and correct copy of the within Answer to Interrogatories and Bill of Costs on the parties named below, by depositing same in the United States Mail, registered mail, postage prepaid, return receipt requested:

Robert L. Cuomo	Cuomo Contracting and
RR 5, Box 896	Excavating
Altoona, PA 16601	RR 5, Box 896
	Altoona, PA 16601

  
 Terrence E. Tomassetti, Esquire  
 Attorney for Defendants  
 2006 Sixth Avenue  
 Altoona, PA 16602

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

No. 2006-1891-CD

vs.

PRAECIPE TO REISSUE  
WRIT OF EXECUTION

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF THIS PARTY:

CHARLES E. BOBINIS, ESQUIRE  
PA I.D. #30665  
Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

DIRECT DIAL: (412) 456-8102

BERNSTEIN FILE NO. C0064959

To  
Cifd. Co. Sheriff  
(orig. filed for Blair Co.)

FILED <sup>Any pd.</sup> 7.00  
m/3:41 PM  
JUL 25 2007  
6 writs  
Reissued to  
William A. Shaw Cifd. Co.  
Prothonotary/Clerk of Courts Sheriff  
(62)

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

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

vs.

Civil Action No. 2006-1891-CD

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

**PRAECIPE TO REISSUE WRIT OF EXECUTION**

To the Prothonotary:

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

1. directed to the Sheriff of Clearfield County: TO LEVY AND SET SALE
2. against Defendant: Robert L. Cuomo t/a  
Cuomo Contracting & Excavating  
RR 5, Box 896  
Altoona, PA 16601
3. JUDGMENT \$17,954.37  
Interest from 10/1/06 – 7/25/07: \$ 891.02  
Poundage \$ 376.91  
SUBTOTAL: \$19,222.30  
Costs (to be added by Prothonotary): \$ 132.00 **Prothonotary costs**  
TOTAL \$

BERNSTEIN LAW FIRM, P.C.

Date: 7/24/07

By: 

Charles E. Robinis, Esquire  
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219

**BERNSTEIN FILE NO. C0064959**

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

COPY

D. C. Guelich Explosive Co.

Vs.

NO.: 2006-01891-CD

7/25/07 Document  
~~Relinquished/Reissued to Sheriff/Attorney~~  
for service.

Robert L. Cuomo trading as  
Cuomo Contracting & Excavating

*William A. Shaw*  
~~Prothonotary~~ *BSV*

Arc Federal Credit Union and First Commonwealth Bank  
Garnishees

TO THE SHERIFF OF: *Clearfield County*

To satisfy the debt, interest and costs due D. C. GUELICH EXPLOSIVE CO., Plaintiff(s) from ROBERT L. CUOMO trading as CUOMO CONTRACTING & EXCAVATING, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
Arc Federal Credit Union and First Commonwealth Bank, 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:.....\$17,954.37  
INTEREST from 10/1/06--2/28/07:.....\$451.49  
ATTY'S COMM: \$  
DATE: 03/05/2007

PROTHONOTARY'S COSTS PAID:....\$125.00

SHERIFF: \$

OTHER COSTS: \$

POUNDAGE:.....\$368.12

Additional Prothonotary costs

7.00

*William A. Shaw*  
\_\_\_\_\_  
William A. Shaw

Prothonotary/Clerk Civil Division

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

Requesting Party: Charles E. Bobinis, Esq.  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

\_\_\_\_\_  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

No. 2006-1891-CD

vs.

MOTION TO COMPEL POST-  
JUDGMENT DISCOVERY PURSUANT  
TO PENNSYLVANIA RULE OF CIVIL  
PROCEDURE 4019(a)

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF THIS PARTY:

CHARLES E. BOBINIS, ESQUIRE  
PA I.D. #30665  
Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

DIRECT DIAL: (412) 456-8102

BERNSTEIN FILE NO. C0064959

FILED <sup>NO</sup>  
MAR 17 2008 <sup>CC</sup>  
(G)

William A. Shaw  
Prothonotary/Clerk of Courts

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

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

vs.

Civil Action No. 2006-1891-CD

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

**MOTION TO COMPEL POST-JUDGMENT DISCOVERY PURSUANT TO  
PENNSYLVANIA RULE OF CIVIL PROCEDURE 4019(a)**

AND NOW comes Plaintiff, by its counsel, Bernstein Law Firm, P.C., and moves this Honorable Court to enter an Order, pursuant to Pennsylvania Rules of Civil Procedure 3117 and 4019(a) compelling the Defendant, Robert L. Cuomo t/a Cuomo Contracting & Excavation, to answer Plaintiff's Interrogatories for Discovery of Assets in Aid of Execution, on the following grounds:


1. Plaintiff is a Judgment Creditor of the Defendant as captioned above.
2. Plaintiff's Judgment was entered on July 2, 2007, in the amount of \$19,222.30, plus costs.
3. As per Plaintiff's Affidavit of Service of Discovery, Plaintiff, on July 10, 2007, served upon Defendant, Interrogatories for Discovery of Assets in Aid of Execution, directed to Robert L. Cuomo t/a Cuomo Contracting & Excavation.
4. The said Defendant failed to answer the Plaintiff's Interrogatories for Discovery of Assets in Aid of Execution, and there has been no communication from Robert L. Cuomo to explain the failure to answer or to request additional time.

5. While Debtor has caused to be made partial payments totaling \$5,500.00, the balance of the Judgment remains at over \$14,000.000.

6. Plaintiff has levied on certain equipment at a jobsite ostensibly owned by Defendant, and a sale date of April 4, 2008 is currently set. However, there are numerous recorded liens and security interests, and questions regarding title. Plaintiff needs asset and lien information to properly enforce its Judgment.

WHEREFORE, Plaintiff moves this Honorable Court to enter an Order, directing Robert L. Cuomo to answer fully Plaintiff's Interrogatories for Discovery of Assets In Aid of Execution within ten (10) days, or be found in contempt.

Respectfully submitted,  
BERNSTEIN LAW FIRM, P.C.

By:   
Charles E. Bobinis, Esquire  
cbobinis@bernsteinlaw.com  
PA ID #30665  
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8102

BERNSTEIN FILE NO. C0064959



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

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

vs.

Civil Action No. 2006-1891-CD

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

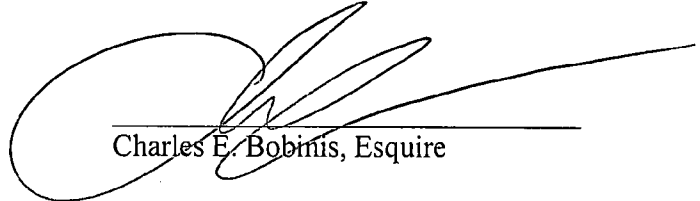
**AFFIDAVIT OF SERVICE OF DISCOVERY**

Before me, the undersigned authority, personally appeared Charles E. Bobinis, who, being sworn according to law, deposes and says that on or about July 10, 2007, he did cause to be sent to Defendant Plaintiff's Interrogatories for Discovery of Assets in Aid of Execution by certified mail, return receipt requested, directed to Robert L. Cuomo. A true and correct copy of Plaintiff's Interrogatories for Discovery of Assets in Aid of Execution are attached hereto as Exhibit "1" to this Affidavit. A true and correct copy of Plaintiff's receipt for the sending of certified mail is attached hereto, marked Exhibit "2", and made a part hereof.

Plaintiff's Interrogatories for Discovery of Assets in Aid of Execution were received by Defendant on July 21, 2007, as more specifically shown by the signed delivery receipt, a true and correct copy of which is attached hereto, marked Exhibit "3", and made a part hereof.

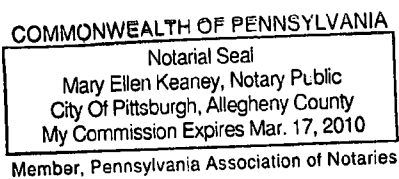
Pursuant to Pennsylvania Rules of Civil Procedure 4001, et seq., Defendant's Answers to Plaintiff's Discovery were due within 30 days of July 21, 2007.

To date, Plaintiff's counsel has not received Defendant's Answers to Plaintiff's Discovery and no extension of time has been requested or granted.

  
Charles E. Bobinis, Esquire

Sworn to and subscribed  
before me this 17<sup>th</sup> day  
of March, 2008

  
Notary Public



FILE COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

No. 2006-1891-CD

vs.

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

INTERROGATORIES FOR DISCOVERY  
OF ASSETS IN AID OF EXECUTION

Defendant.

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF THIS PARTY:

CHARLES E. BOBINIS, ESQUIRE  
PA I.D. #30665  
Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

DIRECT DIAL: (412) 456-8102

BERNSTEIN FILE NO. C0064959

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

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

vs.

Civil Action No. 2006-1891-CD

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

**INTERROGATORIES FOR DISCOVERY OF ASSETS IN AID OF EXECUTION**

TO: Robert L. Cuomo t/a  
Cuomo Contracting & Excavating  
RR 5, Box 896  
Altoona, PA 16601

Because you have failed to pay the full amount of the Judgment previously entered against you, the Judgment-Creditor, to whom you are indebted, has a right to attempt to enforce that Judgment by a Judicial Sale (Sheriff's Sale) of your assets; and has a right to inquire concerning the existence and location of those assets.

Therefore, pursuant to the applicable Rules of Court, you are required to make full and complete Answers to the questions set forth in the following pages. These Answers must be made in writing, under oath, within thirty (30) days after service upon you.

You are warned that, should you fail to do so, the Court may make an Order imposing punishment for Contempt of Court.

If you do not understand your duty to Answer these questions, you should consult a lawyer. If you do not have or know a lawyer, then you should go to or telephone the office set forth below to find out where you can get legal help.

**PORTIONS OF THE APPLICABLE PENNSYLVANIA RULES OF CIVIL  
PROCEDURE CONCERNING DISCOVERY OF ASSETS IN AID OF EXECUTION**

"Rule 3117. Discovery in Aid of Execution

(a) Plaintiff, at any time after Judgment, before or after the issuance of a Writ of Execution, may, for the purpose of Discovery of Assets of the Defendant, take the testimony of any person, including a Defendant or a Garnishee, upon oral examination or written Interrogatories as provided by the rules relating to Depositions and Discovery...

(b) *All reasonable expenses in connection with the discovery may be taxed against the Defendant* as costs if it is ascertained by the discovery proceeding that he has property liable to execution." (emphasis added)

"Rule 4005. Written Interrogatories to a Party

(a) ... any party may serve upon any other party the original and two copies of written Interrogatories to be answered by the party served..."

"Rule 4006. Answers to Written Interrogatories by a Party

(a)(1) Answers to Interrogatories shall be in writing and under oath. The answers shall be inserted in the spaces provided in the Interrogatories. If there is insufficient space to answer an Interrogatory, the remainder of the answer shall follow on a supplemental sheet.

(a)(2) Each Interrogatory shall be answered fully and completely unless objected to, in which event the reasons for the objection shall be stated in lieu of answer... The answering party shall file and serve a copy of the answers and objections, if any, within 30 days after the service of the Interrogatories..."

"Rule 4019. Sanctions

(a)(1) The Court may, on motion, make an appropriate order if

(i) a party fails to serve answers, sufficient answers, or objections to written Interrogatories under Rule 4005..

(c) The Court, when acting under Subdivision (a) of this rule, may make...

(4) *an order imposing punishment for contempt...*" (emphasis added)

### DEFINITIONS

"Person[s]" means all natural human beings and artificial entities such as corporations, joint ventures, associations and other legal entities existing in fact or at law.

"Defendant" means each and all of the above captioned judgment debtors and, in connection with artificial persons, includes all predecessors in interest.

### INTERROGATORIES

1. REAL ESTATE: Does the Defendant have an ownership or interest in any real estate anywhere in the United States? If so, set forth a brief description thereof, include the structure and lot size and type of construction; the location, including the state, county, and municipality; the volume and page number of the official record thereof; and state further whether the defendant owns it solely or together with any other person or persons and give their full names and addresses. Supply the current value of the properties and the basis for the valuation (estimate, tax assessment, appraisal, etc.). If any of the above properties are mortgaged, supply the names and addresses of lenders, the date and amount of the mortgage, where it is recorded, the monthly payments and the balance now due. Also, supply the purchase date, purchase price and the name of the party from whom the property was purchased.

RESPONSE:

2. TRANSFERS OF REAL ESTATE: In the six years preceding to the date of these Interrogatories, has the Defendant transferred any real property either by sale, gift, exchange, or otherwise? If so, please give a description of the real estate so transferred, the method or manner of transfer, the name of the person, firm or other entity to whom transferred, the consideration or amount received by the Defendant and the time and place of the transfer. Give places, volumes and pages where transfer documents are recorded.

RESPONSE:

3. TRANSFERRED ASSETS AND GIFTS: If, in the preceding six years, the Defendant has transferred any assets (real property, personal property, chose in action), not covered by the immediate preceding Interrogatory, to any person, and/or, if the Defendant has given any gift valued at more than \$250.00, of any asset, including money, to any person; set forth, in detail, a description of the property, the type of transaction, and the name and address of the transferee or recipient.

RESPONSE:

4. AGREEMENTS: State whether the Defendant has any agreements involving the purchase of any real estate anywhere in the United States. If so, state with whom this agreement is made, and state whether or not any persons are joined with the Defendant in the agreement. Supply full names and addresses of all parties concerned. If the said agreement is recorded, provide the state and county of recordation, with volume and page numbers.

RESPONSE:

5. ACCOUNTS RECEIVABLE, DEBTS, NOTES & JUDGMENTS: State the names and addresses of any and all persons whom the Defendant believes owes the Defendant money and set forth in detail the amount of money owed, the terms of payment and whether or not the Defendant has written evidence of this indebtedness, and if so, the location thereof. Also state if the matter is in litigation, and if so give full details. If the Defendant holds Mortgages or Judgments as security for any of these debts, state where and when such was recorded or entered; and the County, Book, Page number and term where recorded. If the Defendant holds this Judgment or Mortgage jointly with any other person or persons, give their name and address.

RESPONSE:

6. INSURANCE: State whether or not the Defendant is the owner of any life insurance contracts. If so, state the persons whose lives are so insured, the serial or policy number or numbers of said contracts, the face amount, the exact name and address of the insurance companies, the named beneficiary or beneficiaries and their present address. If the Defendant owns this insurance jointly with any other person or persons, give their name and address. State whether such policies are term, whole life or some



other type of policy. State also whether such policies have any cash value and whether there exist any loans against such policies and, if so state all amounts.

RESPONSE:

7. GOVERNMENT, MUNICIPAL OR CORPORATE BONDS: State whether or not the Defendant owns individually or jointly any corporate or governmental bonds. If so, include the face amount, serial numbers and maturity dates and state the present location thereof. If the Defendant owns any of these Bonds jointly with any other person or persons, give their name and address.

RESPONSE:

8. SHARES OR INTEREST: State whether or not the Defendant owns any stocks, shares or interest in any corporation, or unincorporated association or partnership interest, limited or general and state the location thereof. Include the names and addresses of the organizations and the serial numbers of the shares or stocks. If the Defendant owns any of the stocks, shares or interest jointly with any other person or persons, give their name and address.

RESPONSE:

9. DEPOSITORY ACCOUNTS: State whether or not the Defendant maintains any checking, savings, or other depository accounts. If so, state the name and location of the depository institution and the branch or branches thereof, the identification numbers of those accounts, and the amount or amounts the Defendant has in each account. If the Defendant maintains any of these jointly with another person, give their name and address. Dates of last deposits and of last withdrawals, as to each account.

RESPONSE:

10. SAFETY DEPOSIT BOXES: State whether or not the Defendant maintains any safety deposit box or boxes. If so, include the name of the institution, branch or branches, and the identification number or other designation of the box or boxes. Include a full description of the contents and also the amount of cash among those contents. If the Defendant maintains any of these jointly with another person, give their full name and address.

RESPONSE:

11. PERSONAL PROPERTY: State whether or not the Defendant owns any personal property. Include a full description of all machinery, equipment, inventory, furniture, fixtures, furnishings and any other items of personal property with full description, giving full value and present location. State also whether or not there are any encumbrances or liens on that property and if so, the name and address of the encumbrance or lien holder, the present balance owing on that encumbrance and the transaction which gave rise to the existence of the encumbrance. State where and when the encumbrance or lien was recorded. If the Defendant owns any personal property jointly with any other person or persons, give their name and address.

RESPONSE:

12. RENTED PROPERTY: Is any of the property of the Defendant rented to, leased to or otherwise in possession of a third person? If so, state full description of the property; the name and address of the person, firm, or other entity who has possession of the property; the circumstances and reason why the property is in possession of the third person; the consideration or payment received by the

Defendant; the name and address of the person who receives the rents or other consideration on behalf of the Defendant.

RESPONSE:

13. MOTOR VEHICLES: State whether or not the Defendant owns or has any rights in any motor vehicles. Include a full description of each such motor vehicle including color, model, title number, serial number and registration plate number. Also show the name or names in which each motor vehicle is registered, the present value of each motor vehicle and their present location and place of regular storage, garaging or parking. State also whether or not there are any encumbrances on those motor vehicles and if so, the name and address of the encumbrance holder, the date of the encumbrance, the original amount of that encumbrance, the present balance of the encumbrance and the transaction which gave rise to the existence of the encumbrance. If not owned, state the extent of the Defendant's rights in and to such vehicles.

RESPONSE:

14. ACCOUNTS PAYABLE, LOANS PAYABLE, DEBTS, NOTES WHICH THE DEFENDANT OWES TO SOMEONE ELSE: State the names and addresses of any and all persons who claim that the Defendant owes them money for any reason. Set forth in detail the amount claimed and, if there are any suits, actions, or legal proceedings of any kind against the Defendant pending and undetermined, state the full particulars as to each. However it is not necessary to duplicate the Mortgage information given in response to Interrogatory #1 (REAL ESTATE) and/or the encumbrance information required by Interrogatory #11 (PERSONAL PROPERTY) or Interrogatory #13 (MOTOR VEHICLE).

RESPONSE:

15. JUDGMENTS: Within the past 48 months, were any judgments on record against the Defendant?

- a. What amount and where recorded? Give identifying information!

RESPONSE:

- b. Have payments been made on account thereof by the Defendant or by any third party for the Defendant?

RESPONSE:

- c. By what person?

RESPONSE:

- d. Was satisfaction recorded?

RESPONSE:

- e. If answer to item d. is "In the negative", explain why.

RESPONSE:

16. Are supplementary proceedings in aid of execution now pending on any of these Judgments? Give Details!

RESPONSE:

17. Has any judgment creditor's Execution (enforcement) action been commenced? Give Details!

RESPONSE:

{IF THE DEFENDANT IS A NATURAL HUMAN BEING; CONCLUDE WITH NOS. 18 THRU 27 AND IGNORE 28 THRU 45}

**NOTE:**

{IF THE DEFENDANT IS AN ARTIFICIAL ENTITY, IGNORE 18 THRU 25 AND CONCLUDE WITH NOS. 26 THRU 45}

18. Where does the Defendant live?

a. How long has the Defendant lived there?

RESPONSE:

b. How much does the Defendant pay for rent, board, services, etc.?

RESPONSE:

19. Is the Defendant a member of any social, athletic, or fraternal organization? Give Identifying information!

a. What are the dues?

RESPONSE:

b. Are they paid?

RESPONSE:

20. What salary or income has the Defendant? Identify sources!

RESPONSE:

21. What is the occupation of the Defendant? Give full information!

RESPONSE:

22. MARITAL STATUS

a. Is the Defendant married? Name of spouse?

RESPONSE:

b. Is the Defendant's spouse employed outside the home? Give details!

RESPONSE:

c. Has the Defendant a family?

RESPONSE:

d. How large? Identify all members!

RESPONSE:

e. How many are dependent on the Defendant? Give names!

RESPONSE:

f. With whom does the Defendant live?

RESPONSE:

23. What money has the Defendant received within the last sixty days from any source, and what has the Defendant done with it? Identify sources!

RESPONSE:

24. Has the Defendant anything in pawn? If so, give all details!

RESPONSE:

25. Has the Defendant made a will?

a. When?

RESPONSE:

b. Describe all property devised in that will and the named recipients.

RESPONSE:

26. CREDIT CARDS: As to each credit card issued to the Defendant, give name of issuer and account number.

RESPONSE:

27. OTHER ASSETS: If the Defendant has any asset which are not disclosed in the preceding Interrogatories, please set forth all details concerning those assets.

RESPONSE:

28. Is the Defendant incorporated under the laws of the state of Pennsylvania or of any other state?

RESPONSE:

29. If the answer to the preceding Interrogatory is in the affirmative, state:

(a) The State of Incorporation:

RESPONSE:

(b) The address of its principal place of business and registered office;

RESPONSE:

(c) The date on which the articles of incorporation were filed with the Secretary of State;

RESPONSE:

(d) How the corporation was originally capitalized.

RESPONSE:



30. What is the name and address and period of service for each person who has acted as the director of the Defendant corporation from the date of incorporation to the date of these Interrogatories?

RESPONSE:

31. Has the Defendant corporation had officers at any time from the date of incorporation to the date of these Interrogatories?

RESPONSE:

32. If the answer to the preceding Interrogatory is in the affirmative, state;

(a) The name and address of each officer;

RESPONSE:

(b) The period during which each officer served;

RESPONSE:

(c) The title of the office of each;

RESPONSE:

(d) The nature of services performed by each;

RESPONSE:

33. Has any officer of the Defendant corporation received any salary, fee, or other compensation from the corporation?

RESPONSE:

34. If the answer to the preceding Interrogatory is in the affirmative, state:

(a) The name and address of the officer;

RESPONSE:

(b) The period for which the payment was made, in each case;

RESPONSE:

(c) The amount, if paid in money;

RESPONSE:

(d) The nature of the payment, if paid in property;

RESPONSE:

35. If payment to any officer has been made in a form other than money, state;

(a) The nature of the payment;

RESPONSE:

(b) The fair value of the property paid at the time paid;

RESPONSE:

(c) Whether the fair value was stated by resolution of the Board of Director;

RESPONSE:

(d) Whether the Board of Directors voted approval of the payment;

RESPONSE:

(e) The name of each member of the Board voted such approval;

RESPONSE:

36. On March 6, 2007, what was the dollar amount of the assets of the Defendant corporation?

RESPONSE:

37. On March 6, 2007, what was the dollar amount of the liabilities of the Defendant corporation?

RESPONSE:

38. At any time since the incorporation of the Defendant corporation, until the date of these Interrogatories, has there been a time when the liabilities of the corporation equaled or exceeded its assets?

RESPONSE:

39. If the answer to the preceding Interrogatory is in the affirmative, state;

(a) The time when this situation existed;

RESPONSE:

(b) What the assets were at that time;

RESPONSE:

(c) What the liabilities were at that time;

RESPONSE:

40. Since the date of incorporation and acceptance of subscription offers, has the Board of Directors of the corporation called for payment?

RESPONSE:

41. If the answer to the preceding Interrogatory is in the affirmative, state;

(a) When the call was made:

RESPONSE:

(b) What the due date is or was;

RESPONSE:

(c) Whether full payment was called for;

RESPONSE:

(d) If less than full payment, how much payment was called for, in each case;

RESPONSE:

(e) How notice of the call for payment was given;

RESPONSE:

42. Is any subscriber delinquent in payments for shares issued to him as a result of the subscription offer which was accepted by the corporation?

RESPONSE:

43. If the answer to the preceding Interrogatory is in the affirmative, state;

(a) The name and address of each such subscriber;

RESPONSE:

(b) The total payment now due;

RESPONSE:

(c) The total amount paid upon such subscription to date;

RESPONSE:

44. Have any shares been issued to any subscriber, whose subscription contract has not been paid in full?

RESPONSE:

45. If the answer to the preceding Interrogatory is in the affirmative, state;

(a) The name and address of each such subscriber;

RESPONSE:

(b) The number and shares issued to each such subscriber;

RESPONSE:

(c) The kind of shares issued to each such subscriber indicating class, series, etc.

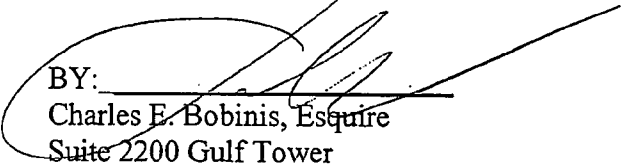
RESPONSE:

(d) Why such shares were issued before the consideration was paid in full:

RESPONSE:

7-9-7  
DATE

BERNSTEIN LAW FIRM, P.C.  
ATTORNEYS FOR JUDGMENT-CREDITOR

BY:   
Charles E. Bobinis, Esquire  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8102

**VERIFICATION OF ANSWERS TO INTERROGATORIES**  
**FOR DISCOVERY OF ASSETS IN AID OF EXECUTION**

I, \_\_\_\_\_, under penalty of perjury and subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities verify that the foregoing Answers to Interrogatories For Discovery of Assets in Aid of Execution are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Present Address

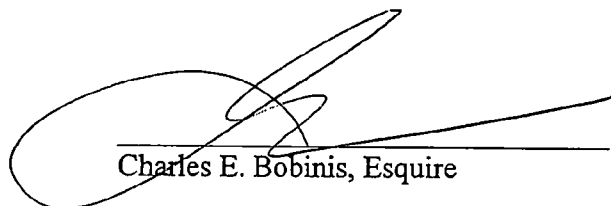
\_\_\_\_\_  
Phone Number



**CERTIFICATE OF SERVICE**

I, Charles E. Bobinis, Esquire, hereby certify that a true and correct copy of the Interrogatories for Discovery of Assets in Aid of Execution was served on the following by certified U. S. Mail, return receipt requested, postage prepaid, this 9th day of July, 2007 addressed as follows:

Robert L. Cuomo t/a  
Cuomo Contracting & Excavating  
RR 5, Box 896  
Altoona, PA 16601



Charles E. Bobinis, Esquire

**BERNSTEIN**  
LAW FIRM, P.C.  
TRADITION • TECHNOLOGY • TALENT

BOARD-CERTIFIED IN CREDITORS' RIGHTS  
BY THE AMERICAN BOARD OF CERTIFICATION

CHARLES E. BOBINIS, ESQ.  
CBOBINIS@BERNSTEINLAW.COM  
412-456-8102 FAX: 412-456-8266

July 9, 2007

Robert L. Cuomo t/a  
Cuomo Contracting & Excavating  
RR 5, Box 896  
Altoona, PA 16601

**VIA CERTIFIED MAIL**

Re: D.C. Guelich Explosive Co.  
Vs: Cuomo Contracting & Excavating  
**BERNSTEIN FILE NO. C0064959**

Dear Mr. Cuomo:

Enclosed are Interrogatories for Discovery of Assets in Aid of Execution, which have been prepared in accordance with the applicable Rules of Civil Procedure. Full and complete instructions concerning your duty to answer and the penalties for failure to answer are contained in the Interrogatories. Be sure to read them carefully. As you know, you are to note your answers on the Original, which is to be sent to this office, with the Verification properly signed.

Under the Rules of Court, we can and will, have our fees and expenses of all discovery Proceedings and Sanction Hearings charged against you as "additional costs". These are costs, that, you must ultimately pay.

As you will note on the instructions contained within the Interrogatories, you have been provided thirty (30) days within which to file a response to these requests. In the alternative, you may wish to pay the balance of this Judgment of \$18,773.98, plus continuing interest and costs, before the expiration of the thirty (30) days. Either the \$18,773.98, plus continuing interest and costs must be paid to us, or the Interrogatories must be answered within thirty (30) days from receipt of this letter.

Very truly yours,  
BERNSTEIN LA

Charles E. Bobini

CEB/mek

Enclosures

MEK013055V001

**EXHIBIT.2.**

SUITE 2200 GULF TOWER, PITTSBURGH, PENNSYLVANIA 15219-1900  
WWW.BERNSTEINLAW.COM

U.S. Postal Service™ **CERTIFIED MAIL™ RECEIPT** C0064959  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at www.usps.com®  
**OFFICIAL USE**

Postage	\$ 2.67
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.47

Sent To: Robert L. Cuomo  
Street, Apt. No. or PO Box No.: RR 5, Box 896  
City, State, ZIP+4: Altoona, PA 16601

PS Form 3800, August 2005

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Robert L. Cuomo t/a  
Cuomo Contracting +  
Excavating  
RR 5, Box 896  
Altoona, PA 16601

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

X T. Mar / Cuomo

- ☒ Agent  
☐ Addressee

## B. Received by (Printed Name)

T. Mar / Cuomo

## C. Date of Delivery

7/21/07

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Arti  
(Tra

7006 2760 0003 5720 0940

C0064959

PS Form 3811, February 2004

Domestic Return Receipt

XPIF MEK

102595-02-M-1540

EXHIBIT.3.

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

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

vs.

Civil Action No. 2006-1891-CD

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

**ORDER OF COURT**

AND NOW, to-wit, this \_\_\_\_\_ day of \_\_\_\_\_, 2008, upon consideration of the record and Plaintiff's foregoing Motion, it appearing that Plaintiff is entitled to detailed asset and lien information from Defendant, and is being hindered in execution by Defendant's failure to provide such information, it is hereby ORDERED, ADJUDGED AND DECREED that the Defendant, Robert L. Cuomo, shall fully answer Plaintiff's Interrogatories for Discovery of Assets in Aid of Execution within ten (10) days of the date of this Order.

BY THE COURT:

\_\_\_\_\_. J.

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

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

vs.

Civil Action No. 2006-1891-CD

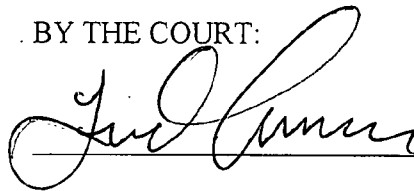
ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

ORDER OF COURT

AND NOW, to-wit, this 18 day of March, 2008, upon consideration of the record and Plaintiff's foregoing Motion, it appearing that Plaintiff is entitled to detailed asset and lien information from Defendant, and is being hindered in execution by Defendant's failure to provide such information, it is hereby ORDERED, ADJUDGED AND DECREED that the Defendant, Robert L. Cuomo, shall fully answer Plaintiff's Interrogatories for Discovery of Assets in Aid of Execution within <sup>twenty (20) FJA</sup> ~~ten (10)~~ days of the date of this Order, or be found in contempt.

BY THE COURT:

 J.

FILED

012:3761  
MAR 18 2008

2cc  
Atty Bobini S

(60)

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

MAR 18 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 3/18/08

Y 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:

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

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

vs.

Civil Action No. 2006-1891-CD

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

**ORDER OF COURT**

AND NOW, to wit, this \_\_\_\_\_ day of \_\_\_\_\_, 2008, upon consideration of the foregoing Plaintiff's Motion to Compel Post-Judgment Discovery Pursuant to Pennsylvania Rule of Civil Procedure 4019(a), it is hereby ORDERED that

- (1) a rule is issued upon the Defendant to show cause why the Plaintiff is not entitled to the relief requested in Plaintiff's Motion to Compel Post-Judgment Discovery;
- (2) the Defendant shall file an answer to the Motion within 10 days of this date;
- (3) argument shall be held on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, at \_\_\_\_\_ a.m./p.m. in Courtroom No. \_\_\_\_\_ of the Clearfield County Courthouse, One North Second Street, Clearfield, PA 16830; and
- (4) notice of the entry of this Order shall be provided to all parties by the Plaintiff.

BY THE COURT:

\_\_\_\_\_. J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

vs.

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

No. 2006-1891-CD

AFFIDAVIT OF SERVICE OF ORDER  
OF COURT ON PLAINTIFF'S MOTION  
TO COMPEL POST-JUDGMENT  
DISCOVERY

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF THIS PARTY:

CHARLES E. BOBINIS, ESQUIRE  
PA I.D. #30665  
Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

DIRECT DIAL: (412) 456-8102

BERNSTEIN FILE NO. C0064959

FILED  
m/10:08/01  
APR 07 2008  
cc

William A. Shaw  
Prothonotary/Clerk of Courts



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

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

vs.

Civil Action No. 2006-1891-CD

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

**AFFIDAVIT OF SERVICE OF ORDER OF COURT ON  
PLAINTIFF'S MOTION TO COMPEL POST-JUDGMENT DISCOVERY**

Before me, the undersigned authority, personally appeared Charles E. Bobinis, Esquire, who being duly sworn according to laws deposes and says as follows:

1. That Affiant is the attorney for D.C. Guelich Explosive Co.
2. That on the 19<sup>th</sup> day of March, 2008, Affiant did cause to be sent by ordinary mail, evidenced by Postal Form 3817, and by certified mail, directed to Defendant's residence, a copy of the Order of Court dated March 18, 2008, directing Defendant to fully answer Plaintiff's Post-Judgment Discovery within 20

days. The receipt for certified mail being signed by Defendant's agent, and the ordinary mail not being returned, true copies of the certifications and receipt being attached as Exhibit "A."

Respectfully submitted,

BERNSTEIN LAW FIRM, P.C.

By: 

Charles E. Bobinis, Esquire

cbobinis@bernsteinlaw.com

PA ID #30665

Attorney for Plaintiff

Suite 2200 Gulf Tower

Pittsburgh, PA 15219

(412) 456-8102

BERNSTEIN FILE NO. C0064959

Sworn to and subscribed  
before me this 2nd day  
of April, 2008

  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Mary Ellen Keaney, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Mar. 17, 2010

Member, Pennsylvania Association of Notaries

7006 2150 0003 2014 1149

**U.S. Postal Service™** *C0064959*  
**CERTIFIED MAIL™ RECEIPT** *Sanctus*  
*Order*  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 1.82
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.62

SENT ST STA 15219 WINDY SERVICE  
 MAR 19 2008  
 Here  
 USPS

Sent To *Robert L. Cuomo*  
 Street, Apt. No., or PO Box No. *RR 5, Box 896*  
 City, State, ZIP+4 *Altoona, PA 16601*

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <i>X T. Wall (Cuomo)</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)  <i>T. Wall (Cuomo)</i></p> <p>C. Date of Delivery  <i>3/26/08</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No        If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p><i>Robert L. Cuomo</i>  <i>Cuomo Contracting +</i>  <i>Excavating</i>  <i>RR 5, Box 896</i>  <i>Altoona, PA 16601</i></p>	<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Numt          (Transfer from)</p>	<p><i>7006 2150 0003 2014 1149</i> <i>C0064959</i></p>
<p>PS Form 3811, February 2004 Domestic Return Receipt <i>XPIF HBK</i> 102595-02-M-1540</p>	

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

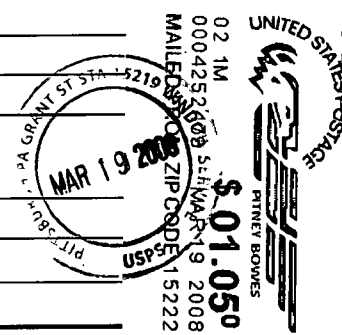
Received From: **Bernstein Law Firm, P.C.**  
**Suite 2200 Gulf Tower**  
**Pittsburgh, PA 15219**  
**(412) 456-8100**

One piece of ordinary mail addressed to:

*Robert L. Cuomo*  
*RR 5, Box 896*  
*Altoona, PA 16601*

PS Form 3817, January 2001

*00064959 Auction Order*



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

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

vs.

Civil Action No. 2006-1891-CD

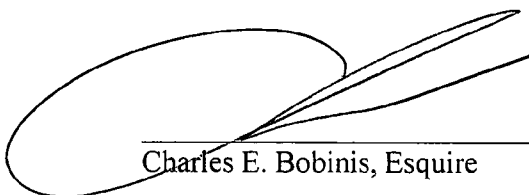
ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

**CERTIFICATE OF SERVICE**

I, Charles E. Bobinis, Esquire, hereby certify that a true and correct copy of the AFFIDAVIT OF SERVICE OF ORDER OF COURT ON PLAINTIFF'S MOTION TO COMPEL POST-JUDGMENT DISCOVERY was served on the following parties by regular U.S. Mail, postage prepaid, this 2<sup>nd</sup> day of April, 2008, addressed as follows:

Robert L. Cuomo t/a  
Cuomo Contracting & Excavating  
RR 5, Box 896  
Altoona, PA 16601



Charles E. Bobinis, Esquire

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

No. 2006-1891-CD

vs.

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

PETITION FOR RULE TO SHOW CAUSE  
WHY SANCTIONS SHOULD NOT BE  
ENTERED FOR FAILURE TO COMPLY  
WITH ORDER COMPELLING POST-  
JUDGMENT DISCOVERY PURSUANT  
TO PENNSYLVANIA RULE OF CIVIL  
PROCEDURE 4019(g)(1)

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF THIS PARTY:

CHARLES E. BOBINIS, ESQUIRE  
PA I.D. #30665  
Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

DIRECT DIAL: (412) 456-8102

BERNSTEIN FILE NO. C0064959

FILED <sup>NO CC</sup>  
m/8:53  
APR 28 2008 GP

William A. Shaw  
Prothonotary/Clerk of Courts

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

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

vs.

Civil Action No. 2006-1891-CD

ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

**PETITION FOR RULE TO SHOW CAUSE WHY SANCTIONS SHOULD  
NOT BE ENTERED FOR FAILURE TO COMPLY WITH ORDER  
COMPELLING POST-JUDGMENT DISCOVERY PURSUANT TO  
PENNSYLVANIA RULE OF CIVIL PROCEDURE 4019(g)(1)**

AND NOW comes Plaintiff, by counsel, Bernstein Law Firm, P.C., and petitions this Honorable Court to issue a Rule to Show Cause against Defendant why sanctions should not be entered, pursuant to Pennsylvania Rule of Civil Procedure 4019(g)(1)(viii) for the failure of Defendant Robert L. Cuomo t/a Cuomo Contracting & Excavating to comply with the Order of Court dated March 18, 2008, compelling Post-Judgment Discovery, averring in support thereof the following:

1. Plaintiff is a Judgment Creditor of the Defendant as captioned above.
2. Plaintiff's Judgment was entered on July 2, 2007, in the amount of \$19,222.30, plus costs, and there remains a balance owing of \$13,222.30.
3. As per Plaintiff's Affidavit of Service of Discovery on July 10, 2007, Plaintiff's counsel, served upon Defendant, Interrogatories for Discovery of Assets in Aid of Execution.

4. The Defendant failed to answer the Plaintiff's Interrogatories for Discovery of Assets in Aid of Execution, and there has been no communication from Robert L. Cuomo to explain the failure to answer or to request additional time.

5. The discovery sought is necessary in view of the unknown status of title and Debtor's equity in various pieces of equipment under levy. On March 18, 2008, an Order of Court was entered compelling the Defendant to answer Plaintiff's Discovery requests within twenty (20) days. A true and correct copy of said Order is attached hereto, marked Exhibit "1" and made a part hereof.

6. The Order was served by Plaintiff's counsel upon Defendant on March 19, 2008, by certified mail and also by ordinary mail evidenced by Postal Form 3817. A true and correct copy of said letter and receipts for sending, and for receipt of delivery by Defendant's agent are attached hereto, marked Exhibit "2" and made a part hereof.

7. Despite the passage of more than 20 days from service, Plaintiff has not received answers to Plaintiff's Post-Judgment Discovery and there has been no communication from Defendant to explain the failure to answer and no extension of time has been requested or granted.

8. Pursuant to Pennsylvania Rule of Civil Procedure 4019(c)(3) this Honorable Court is empowered, upon Petition of a party, to enter an Order, against a party disobeying an Order of Court pertaining to Discovery, finding that party in contempt.

9. In addition, Pennsylvania Rule of Civil Procedure 4019(g)(1) empowers this Honorable Court, upon Petition of a party, to enter an Order, against a party disobeying an Order of court pertaining to Discovery, directing the payment of reasonable expenses, including attorneys' fees, incurred in obtaining the Order for compliance and the Order for Sanctions.

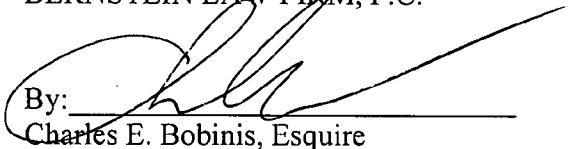


10. As a result of the Defendant's vexatious failure to respond to the discovery, Plaintiff has been required to spend approximately two hours of attorney time preparing Plaintiff's Petition to Compel Discovery pursuant to P.A.R.C.P. 4019(a) which lead to this Court's Order of March 18, 2008, and in the preparation of this Petition, to seek Defendant's compliance with said Order of Court. At the reasonable rate of \$335.00 per hour, Plaintiff requests counsel fees in the amount of \$670.00.

11. The Defendant's violation of this Honorable Court's Order of March 18, 2008, shows a spiteful disregard for the judicial process and the authority of this Honorable Court, and should be sanctioned by contempt as the Defendant has not provided any reason why Plaintiff's Discovery cannot be answered, or any reason why it has not complied with this Court's Order of March 18, 2008.

WHEREFORE, Plaintiff petitions this Honorable Court to issue a Rule to Show Cause Order, pursuant to Pennsylvania Rule of Civil Procedure 4019(c)(4), why Defendant should not be found in contempt of Court. In addition, the Plaintiff moves this Honorable Court to enter an Order, pursuant to Pennsylvania Rule of Civil Procedure 4019(g)(1) assessing the Plaintiff's reasonable counsel fees and expenses in the amount of \$670.00 against Defendant to be taxed as costs against the Defendant in this matter.

Respectfully submitted,  
BERNSTEIN LAW FIRM, P.C.

By:   
Charles E. Bobinis, Esquire  
cbobinis@bernsteinlaw.com  
PA ID #30665  
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8102  
BERNSTEIN FILE NO. C0064959

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

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

vs.

Civil Action No. 2006-1891-CD

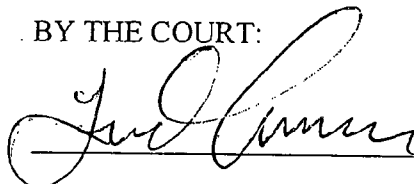
ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

ORDER OF COURT

AND NOW, to-wit, this 18 day of March, 2008, upon consideration of the record and Plaintiff's foregoing Motion, it appearing that Plaintiff is entitled to detailed asset and lien information from Defendant, and is being hindered in execution by Defendant's failure to provide such information, it is hereby ORDERED, ADJUDGED AND DECREED that the Defendant, Robert L. Cuomo, shall fully answer Plaintiff's Interrogatories for Discovery of Assets in Aid of Execution within <sup>twenty (20) FJA</sup> ~~ten (10)~~ days of the date of this Order, or be found in contempt.

BY THE COURT:

 J.

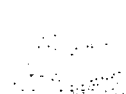
I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

MAR 18 2008

MEK015730V001

**EXHIBIT.../**

Attest.

  
Prothonotary/  
Clerk of Courts



FILE COPY

BERNSTEIN LAW FIRM HAS MORE BOARD-CERTIFIED  
CREDITORS' RIGHTS SPECIALISTS IN PENNSYLVANIA  
THAN ANY OTHER LAW FIRM

A BUSINESS APPROACH  
TO LEGAL SERVICE

CHARLES E. BOBINIS, ESQ.  
CBOBINIS@BERNSTEINLAW.COM  
412-456-8102 FAX: 412-456-8266

CREDITORS' RIGHTS • BANKRUPTCY & RESTRUCTURING • BUSINESS LAW

March 19, 2008

Robert L. Cuomo t/a  
Cuomo Contracting & Excavating  
RR 5, Box 896  
Altoona, PA 16601

**VIA CERTIFIED MAIL AND**  
**POSTAL FORM 3817**

Re: D.C. Guelich Explosive Co.  
Vs: Cuomo Contracting & Excavating  
**BERNSTEIN FILE NO. C0064959**

Dear Mr. Cuomo:

Enclosed find an Order of Court dated March 18, 2008 and Plaintiff's Motion to Compel Post-Judgment Discovery Pursuant to Pennsylvania Rule of Civil Procedure 4019(a). Pursuant to the Order, you are required to answer Plaintiff's Interrogatories for Discovery of Assets in Aid of Execution (attached as Exhibit "1" to the Motion to Compel) within 20 days or be found in contempt of Court.

Very truly yours,

BERNSTEIN LAW FIRM, P.C.

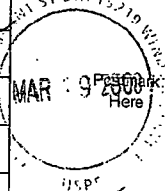
Charles E. Bobinis

CEB/mek

Enclosures

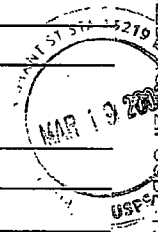
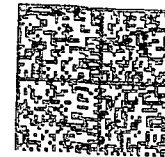
EXHIBIT...3.

7006 2150 0003 2014 1149

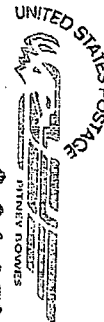
U.S. Postal Service		00064959	
<b>CERTIFIED MAIL RECEIPT</b>			
(Domestic Mail Only, No Insurance Coverage Provided)			
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>			
<b>OFFICIAL USE</b>			
Postage	\$ 1.82		
Certified Fee	2.65		
Return Receipt Fee (Endorsement Required)	2.15		
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$ 6.62		
Sent To <u>Robert L. Cuomo</u>			
Street, Apt. No., or P.O. Box No. <u>RR 5, Box 896</u>			
City, State, ZIP+4 <u>Altoona, PA 16601</u>			

SENDER COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <b>X T. Cuomo (Cuomo)</b> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) <u>T. Cuomo (Cuomo)</u> C. Date of Delivery <u>3/26/08</u> D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
1. Article Addressed to: <u>Robert L. Cuomo</u> <u>Cuomo Contracting &amp; Excavating</u> <u>RR 5, Box 896</u> <u>Altoona, PA 16601</u>		3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Numt (Transfer from) 7006 2150 0003 2014 1149		00064959 XPIF REC 102595-02-M-1540	

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:	Bernstein Law Firm, P.C. Suite 2200 Gulf Tower Pittsburgh, PA 15219 (412) 456-8100		
One piece of ordinary mail addressed to:			
Robert L. Cuomo RR 5, Box 896 Altoona, PA 16601			



02 1M  
0004253473  
MAILED  
ZIP CODE 15222



PS Form 3817, January 2001

C0064959 Auction Order

**VERIFICATION**

The undersigned does hereby verify under penalty of perjury, that he/she is Charles E. Robinson, Sr., Counsel, of Newark, New Jersey, Plaintiff herein, that he/she is duly authorized to make this Verification and that the facts set forth in the foregoing PETITION are true and correct to the best of his/her knowledge, information and belief.

  
(Sign in Blue Ink)

CA

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

D.C. GUELICH EXPLOSIVE CO.,  
Plaintiff

vs

ROBERT L. CUOMO, trading as  
CUOMO CONTRACTING & EXCAVATING,  
Defendant

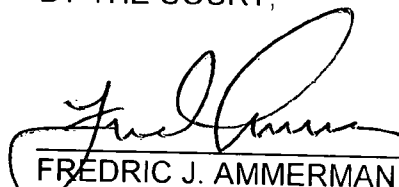
\*  
\*  
\*  
\*  
\*  
\*

NO. 06-1891-CD

ORDER

NOW, this 28<sup>th</sup> day of April, 2008, in consideration of the Plaintiff's Petition for Rule to Show Cause Why Sanctions should not be Entered for Failure to Comply with Order Compelling Post-Judgment Discovery Pursuant to Pennsylvania Rule of Civil Procedure 4019(g)(1); it is the ORDER of this Court that argument on said Petition be and is hereby scheduled for the 1<sup>st</sup> day of May, 2008 at 3:00 p.m. in Courtroom No. 3 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED

013:43  
APR 28 2008

300  
Atty Bobinis

(62)

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

APR 28 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 4/28/08

☒ 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:



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

D. C. GUELICH EXPLOSIVE CO.,

Plaintiff,

vs.

Civil Action No. 2006-1891-CD

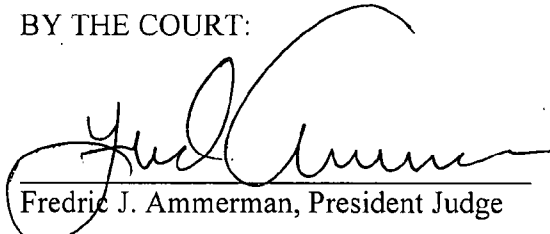
ROBERT L. CUOMO trading as  
CUOMO CONTRACTING & EXCAVATING,

Defendant.

**ORDER OF COURT**

AND NOW, to wit, this 5 day of May, 2008, upon request of counsel for Plaintiff, the Rule to Show Cause Why Defendant Should Not Be Found in Contempt, issued by Order dated March 18, 2008, is vacated, and the hearing on the Rule's return scheduled before the undersigned for May 19, 2008 at 3:00 p.m., is hereby cancelled.

BY THE COURT:

  
Fredric J. Ammerman, President Judge

FILED 4cc  
03:10 PM  
MAY 06 2008  
Amy Bobinis  
(without attachment)  
William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 5/6/08

☒ You are responsible for serving all appropriate parties.

☐ The Probationary's office has provided service to the following parties:

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

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

**FILED**

MAY 06 2008

William A. Shaw  
Probationary/Clerk of Courts



BERNSTEIN LAW FIRM HAS MORE BOARD-CERTIFIED  
CREDITORS' RIGHTS SPECIALISTS IN PENNSYLVANIA  
THAN ANY OTHER LAW FIRM

A BUSINESS APPROACH  
TO LEGAL SERVICE

CHARLES E. BOBINIS, ESQ.  
CBOBINIS@BERNSTEINLAW.COM  
412-456-8102 FAX: 412-456-8266

CREDITORS' RIGHTS • BANKRUPTCY & RESTRUCTURING • BUSINESS LAW

May 2, 2008

The Honorable Fredric J. Ammerman  
President Judge  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830

Re: D.C. Guelich Explosive Co.  
Vs: Cuomo Contracting & Excavating  
Civil Action No. 06-1891-CD  
**BERNSTEIN FILE NO. C0064959**

Your Honor:

Upon our request, a Rule to Show Cause Why Sanctions Should Not Be Imposed, was issued upon Defendant on March 18, 2008. A hearing has been scheduled in the above captioned matter for May 19, 2008 at 3:00 p.m. At this time, we would like to withdraw the Rule and cancel the hearing. A proposed Order is enclosed for your kind consideration.

Very truly yours,

BERNSTEIN LAW FIRM, P.C.



Charles E. Bobinis

CEB/mek

cc: Robert L. Cuomo t/a  
Cuomo Contracting & Excavating  
RR 5, Box 896  
Altoona, PA 16601

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20639  
NO: 06-1891-CD

PLAINTIFF: D. C. GUELICH EXPLOSIVE CO

vs.  
DEFENDANT: ROBERT L. CUOMO TRADING AS CUOMO CONTRACTING & EXCAVATING

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 7/26/2007

LEVY TAKEN 9/6/2007 @ 11:30 AM

POSTED 11/28/2007 @ 11:25 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED

DATE DEED FILED

PROPERTY ADDRESS GREEN ROAD O'SHANTER (OLANTA) , PA 16863

FILED  
8:46  
JAN 16 2012

William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

SHERIFF HAWKINS \$230.00

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2011

So Answers,

*Chester A. Hawkins*  
*Deputy Sheriff*

Chester A. Hawkins  
Sheriff

D. C. GUELICH EXPLOSIVE CO

vs  
ROBERT L. CUOMO TRADING AS CUOMO CONTRACTING & EXCAVATING

---

1 9/7/2007 @ 10:40 AM SERVED ROBERT CUOMO TRADING AS CUOMO CONTRACTING ET AL

SERVED ROBERT CUOMO, DEFENDANT, AT HIS JOB SITE ON GREEN ROAD, O'SHANTER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBERT CUOMO,

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

---

2 11/28/200 @ 11:25 AM SERVED ROBERT CUOMO TRADING AS CUOMO CONTRACTING ET AL

SERVED ROBERT CUOMO DEFENDANT, FOR THE DECEMBER 28, 2007 SHERIFF SALE, AT HIS JOB SITE ON GREEN ROAD, OSHANTER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBERT CUOMO, OWNER

A NOTICE OF SALE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

---

3 1/29/2008 @ 2:12 PM SERVED ROBERT CUOMO TREADING AS CUOMO CONTRACTING ET AL

SERVED ROBERT CUOMO, DEFENDANT AT HIS PLACE OF EMPLOYMENT GREEN ROAD, O'SHANTER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBERT CUOMO, OWNER

A NOTICE OF SALE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

---

4 1/29/2008 @ 2:12 PM SERVED ROBERT CUOMO TRADING AS CUOMO CONTRACTING ET AL

POSTED THE NOTICE OF SALE.

---

@ SERVED

NOW, DECEMBER 20, 2007 RECEIVED A FAX LETTER TO POSTPONE THE SHERIFF SALE SCHEDULED FOR DECEMBER 28, 2007 AND RESCHEDULED FOR END OF JANUARY OR BEGINNING OF FEBRUARY.

---

3/4/2008 @ 1:44 PM SERVED ROBERT CUOMO TRADING AS CUOMO CONTRACTING ETAL

SERVED ROBERT CUOMO GTRADING AS CUOMO CONTRACTKING ET AL, AT HIS PLACE OF EMPLOYMENT GREEN ROAD, O'SHANTER, CLEARFIELD COUNTY PENNSYLVANIA BY HANDING TO ROBERT CUOMO

A NOTICE OF SALE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

---

3/4/2008 @ 1:44 PM SERVED ROBERT CUOMO TRADING AS CUOMO CONTRACTING ET AL

POSTED THE PROPERTY FOR SHERIFF SALE

D. C. GUELICH EXPLOSIVE CO

vs

ROBERT L. CUOMO TRADING AS CUOMO CONTRACTING & EXCAVATING

---

@            SERVED

NOW, FEBRUARY 19, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR FEBRUARY 29, 2008 TO APRIL 4, 2008. A \$5,000.00 PAYMENT WAS MADE.

---

@            SERVED

NOW, MARCH 19, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR APRIL 4, 2008 INDEFINITELY. THE ATTORNEY WILL CONTACT WHEN READY TO

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

D. C. Guelich Explosive Co.

Vs.

NO.: 2006-01891-CD

7/25/07 Document  
~~Relinquished/Reissued to Sheriff/Attorney~~  
for service. *[Signature]*  
~~Deputy~~ Prothonotary *[Signature]*

Robert L. Cuomo trading as  
Cuomo Contracting & Excavating

Arc Federal Credit Union and First Commonwealth Bank  
Garnishees

**TO THE SHERIFF OF:** *Clearfield County*

To satisfy the debt, interest and costs due D. C. GUELICH EXPLOSIVE CO., Plaintiff(s) from ROBERT L. CUOMO trading as CUOMO CONTRACTING & EXCAVATING, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
Arc Federal Credit Union and First Commonwealth Bank, 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:.....\$17,954.37  
INTEREST from 10/1/06--2/28/07:.....\$451.49  
ATTY'S COMM: \$  
DATE: 03/05/2007

PROTHONOTARY'S COSTS PAID:....\$125.00  
SHERIFF: \$  
OTHER COSTS: \$  
POUNDAGE:.....\$368.12  
*Additional Prothonotary costs* 7.00

*[Signature]*  
William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 26<sup>th</sup> day  
of July A.D. 2007  
At 3:00 A.M./P.M.

*Charles E. Bobinis*  
Sheriff *by Cynthia Butler-Caplan*

Requesting Party: Charles E. Bobinis, Esq.  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

06-1891-CD      NAME ROBERT CUOMO TRADING AS CUOMO CONTRACTING ET AL

NO.

NOW, January 14, 2012, 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 Robert L. Cuomo Trading As Cuomo Contracting & Excavating 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 \$5,000.00 and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	9.00
SERVICE	9.00
MILEAGE	10.67
LEVY	20.00
MILEAGE	10.67
POSTING	9.00
HANDBILLS	
COMMISSION	100.00
POSTAGE	1.64
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	10.02
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	5,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$230.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	12,954.37
INTEREST @ %	0.00
FROM TO 04/04/2008	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	451.49
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$13,780.86</b>
<b>COSTS:</b>	
ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	230.00
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$355.00</b>
<b>TOTAL COSTS</b>	<b>\$13,780.86</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



**BERNSTEIN**A BUSINESS APPROACH  
TO LEGAL SERVICE<sup>SM</sup>

Date: December 20, 2007

In Re: Robert L. Cuomo t/a  
Cuomo Contracting & Excavating  
Civil Action No. 2006-1891-CD

To: Marilyn

Fax #: 814-765-5915

From: Charles E. Bobinis

File #: C0064959

Pages (including this page) 1

Please respond by fax to:

If you do not receive all pages in good order call: 412-456-8100.

PLEASE NOTE: The information contained in this transmission is privileged and confidential, and is intended only for the use of the individual(s) or entity named above who have been specifically authorized to receive it. If the reader is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return all pages to the address shown above. Thank you.

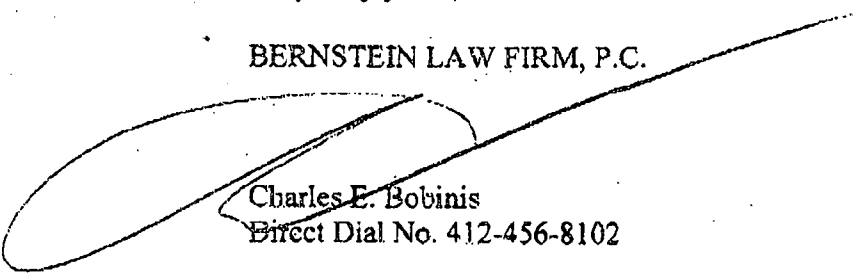
☒ Original will NOT follow☐ Original will follow via:☐ Regular Mail☐ Overnight Delivery☐ Hand Delivery

Dear Marilyn:

Please postpone the Sheriff's Sale scheduled for December 28, 2007 at 10:00 in the above-captioned matter. Please reschedule for the end of January or beginning of February, 2008. Thank you for your professional cooperation.

Very truly yours,

BERNSTEIN LAW FIRM, P.C.

  
Charles E. Bobinis  
Direct Dial No. 412-456-8102

CEB/mek

MEK015061V001

**BERNSTEIN**A BUSINESS APPROACH  
TO LEGAL SERVICE<sup>SM</sup>

Date: February 19, 2008

In Re: Robert L. Cuomo t/a  
Cuomo Contracting & Excavating  
Civil Action No. 2006-1891-CD

To: Cindy

Fax #: 814-765-5915

From: Charles E. Bobinis

File #: C0064959

Pages (including this page) 1

Please respond by fax to:

If you do not receive all pages in good order call: 412-456-8100.

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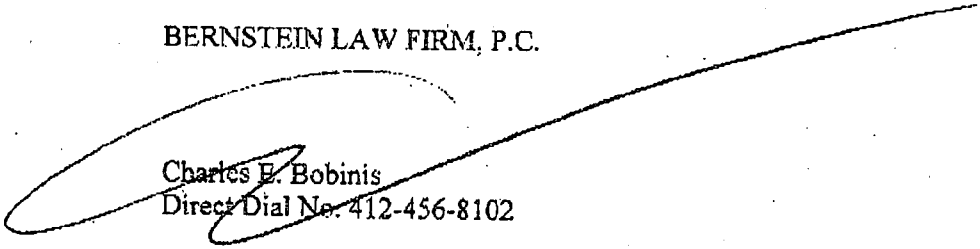
☒ Original will NOT follow☐ Original will follow via:☒ Regular Mail☐ Overnight Delivery☐ Hand Delivery

Dear Cindy:

Please postpone the Sheriff's Sale scheduled for Friday, February 29, 2008 at 10:00 in the above-captioned matter. Please reschedule for April 4, 2008. I would also like to bring to your attention that the Debtor has made a \$5,000.00 payment to D.C. Guelich Explosive Co. in January. Thank you for your professional cooperation.

Very truly yours,

BERNSTEIN LAW FIRM, P.C.

  
Charles E. Bobinis  
Direct Dial No. 412-456-8102

CEB/mek

MEK015536V001

**BERNSTEIN**A BUSINESS APPROACH  
TO LEGAL SERVICE<sup>SM</sup>

Date: February 19, 2008

In Re: Robert L. Cuomo t/a  
Cuomo Contracting & Excavating  
Civil Action No. 2006-1891-CD

To: Cindy

Fax #: 814-765-5915

From: Charles E. Bobinis

File #: C0064959

Pages (including this page) 1

Please respond by fax to:

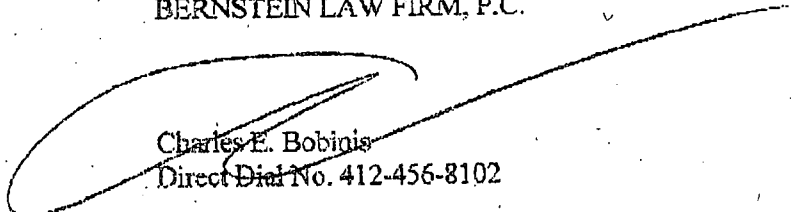
If you do not receive all pages in good order call: 412-456-8100.

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☒ Original will NOT follow☐ Original will follow via:☐ Regular Mail☐ Overnight Delivery☐ Hand Delivery

Dear Cindy:

Please postpone the Sheriff's Sale scheduled for Friday, April 4, 2008 at 10:00 in the above-captioned matter indefinitely. We will notify you when we are ready to reschedule. Thank you for your professional cooperation.

Very truly yours,  
BERNSTEIN LAW FIRM, P.C.  
Charles E. Bobinis  
Direct Dial No. 412-456-8102

CEB/mek

cc: Robert L. Cuomo t/a  
Cuomo Contracting & Excavating  
RR 5, Box 896  
Altoona, PA 16601

MEK015522V001

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

**CIVIL DIVISION**

**D.C. GUELICH EXPLOSIVES COMPANY,**

**NO. 2006-1891-CD**

**Plaintiff,**

**v.**

**Robert L. Cuomo trading as CUOMO**

**CONTRACTING AND EXCAVATING,**

**Defendant,**

**FIRST COMMONWEALTH BANK,**

**Garnishee.**

**FILED** No CC.  
m/j2:09cm  
AUG 27 2012

William A. Shaw  
Prothonotary/Clerk of Courts

**TYPE OF PLEADING:**

**PRAECIPE FOR APPEARANCE**

**FILED ON BEHALF OF:**

**PLAINTIFF**

**COUNSEL OF RECORD:**

**BOBINIS LAW, P.C.**

Charles E. Bobinis, Esq.  
PA ID # 30665  
125 First Avenue  
Pittsburgh, Pa. 15222  
(412) 592-7305  
[cbobinis@bobinislaw.com](mailto:cbobinis@bobinislaw.com)

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

**CIVIL DIVISION**

**D.C. GUELICH EXPLOSIVES COMPANY,**

**NO. 2006-1891-CD**

**Plaintiff,**

**v.**

**Robert L. Cuomo trading as CUOMO**

**CONTRACTING AND EXCAVATING,**

**Defendant,**

**FIRST COMMONWEALTH BANK,**

**Garnishee.**

**PRAECIPE TO ENTER APPEARANCE FOR PLAINTIFF**

To The Prothonotary:

You are hereby instructed to enter the appearance of Charles E. Bobinis, Esq., and BOBINIS LAW, P.C., as counsel of record for Plaintiff D.C. Guelich Explosives Company.

**BOBINIS LAW, P.C.**

By: 

Charles E. Bobinis, Esq.

PA ID # 30665

125 First Avenue

Pittsburgh, Pa. 15222

(412) 592-7305

[cbobinis@bobinislaw.com](mailto:cbobinis@bobinislaw.com)

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

**CIVIL DIVISION**

**D.C. GUELICH EXPLOSIVES COMPANY,**

**NO. 2006-1891-CD**

**Plaintiff,**

**v.**

**Robert L. Cuomo trading as CUOMO**

**CONTRACTING AND EXCAVATING,**

**Defendant,**

**FIRST COMMONWEALTH BANK,**

**Garnishee.**

**FILED** No CC  
m/2.09LM  
AUG 27 2012

William A. Shaw  
Prothonotary/Clerk of Courts

**TYPE OF PLEADING:**

**PRAECIPE FOR DISCONTINUANCE**

**FILED ON BEHALF OF:**

**PLAINTIFF**

**COUNSEL OF RECORD:**

**BOBINIS LAW, P.C.**

Charles E. Bobinis, Esq.  
PA ID # 30665  
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**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

**CIVIL DIVISION**

**D.C. GUELICH EXPLOSIVES COMPANY,**

**NO. 2006-1891-CD**

**Plaintiff,**

**v.**

**Robert L. Cuomo trading as CUOMO**

**CONTRACTING AND EXCAVATING,**

**Defendant,**

**FIRST COMMONWEALTH BANK,**

**Garnishee.**

**PRAECIPE TO DISCONTINUE GARNISHMENT**

**TO THE PROTHONOTARY:**

**You are instructed by the undersigned counsel for Plaintiff to mark "discontinued" the attachment of First Commonwealth Bank, at the above caption, and mark the costs paid.**

**BOBINIS LAW, P.C.**

**By: \_\_\_\_\_**

**Charles E. Bobinis, Esq.**

**PA ID # 30665**

**125 First Avenue**

**Pittsburgh, Pa. 15222**

**(412) 592-7305**

**cbobinis@bobinislaw.com**