

07-2054-CD
CACH LLC vs Deborah Johnson

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CACH, LLC
(Plaintiff)
370 17th Street
Suite 5000
(Street Address)
Denver, CO 80202
(City, State ZIP)

CIVIL ACTION

No. 07-2054-CD

Type of Case: Civil

Type of Pleading: Complaint

VS.

Deborah Johnson
(Defendant)

1390 Lee Run Road
(Street Address)

Mahaffey, PA 15757
(City, State ZIP)

Filed on Behalf of:

Plaintiff
(Plaintiff/Defendant)

FILED Att. pd. 85.00

DEC 17 2007 1CC Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

Harrison Ross Byck, Esq.
(Filed by)

229 Plaza Blvd. Suite 112

Morrisville, PA 19067
(Address)

215-428-0666
(Phone)

Harrison Ross Byck, Esq.
(Signature)

Harrison Ross Byck, Esq., P.C.
229 Plaza Boulevard
Suite 112
Morrisville, Pennsylvania 19067
1-888-275-6399/(215) 428-0666
Attorney for Plaintiff

CACH, LLC

370 17th STREET
SUITE 5000
DENVER, CO 80202

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Plaintiff,

Vs.

No.:

DEBORAH JOHNSON
1390 LEE RUN ROAD
MAHAFFEY, PA 15757-9433

Defendant(s).

COMPLAINT

To: DEBORAH JOHNSON
1390 LEE RUN ROAD
MAHAFFEY, PA 15757-9433

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served. By entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and the court without further notice may enter a judgement against you for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose 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
PENNSYLVANIA LAWYER REFERRAL SERVICE
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 51
(800) 692-7375

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes. Usted tiene veinte (20) dias de plaza al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con abogado y entregar o sus objeciones a las demandas en contra de su persona. Se avisado que si usted no se defiende. La corte tomara medidas y puede continuar la demanda en contra suya sin previo Aviso o notificacion. Ademas la corte puede decidir a favor del demandante y requiere que usted compla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICE DE REFERENCIA LEGAL
PENNSYLVANIA LAWYER REFERRAL SERVICE
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 51
(800) 692-7375

Plaintiff, CACH, LLC, by its attorney Harrison Ross Byck, by way of complaint
against defendant(s) DEBORAH JOHNSON, avers the following:

1. Plaintiff, CACH, LLC, is a Colorado limited liability company doing business at 370 17th Street, Suite 5000, Denver, Colorado 80202.
2. Defendant, DEBORAH JOHNSON, is an individuals residing at 1390 LEE RUN ROAD; MAHAFFEY, PA 15757-9433.
3. Defendant, DEBORAH JOHNSON, is indebted to GE ELECTRIC CAPITAL CORP/GE MONEY BANK on an account stated by and between them in the amount of \$1,102.53 which balance was due and unpaid as of August 22, 2006 for credit card account number 6008 8909 8758 1535. <Exhibit A>
4. On or about October 3, 2006, Ge Electric Capital Corp/Ge Money Bank sold the debt for good and valuable consideration to plaintiff, CACH, LLC. <Exhibit B>
5. Defendant (s) DEBORAH. JOHNSON last tendered a payment on this account on or about January 17, 2006.
6. A copy of the credit card agreement is attached hereto. <ExhibitC>
7. Plaintiff is entitled to charge-off account finance charges of \$-0-. <Exhibit A>
8. Plaintiff is entitled to pre-litigation charge-off interest of \$0.72 per day from the default date (24.00% annual percentage rate x \$1,102.53/ 365 days) or \$0.72 x 244 days = \$176.89, which is accrued interest through the date of filing, plus an award of late fees of \$-0-, plus court costs and reasonable attorneys fees. <Exhibit A>
9. The defendant, being indebted to the plaintiff in the sum or \$1,279.42 upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of \$1,279.42 and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for \$1,279.42 together with other interest, costs of suit, and an award of reasonable attorney's fees.

Date: NOV 20 2007

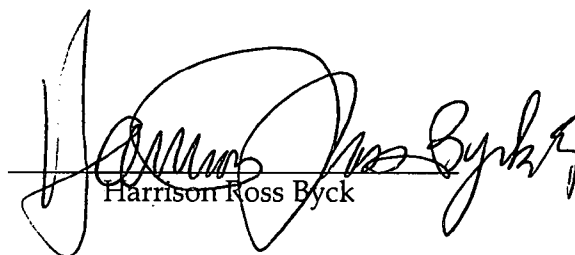

Harrison Ross Byck

EXHIBIT A

ACCOUNT SUMMARY

Account Number	098-758-153-5
Previous Balance	\$1,102.53
(-) Payments & Credits	\$1,102.53
(+) Charges	\$0.00
(+) FINANCE CHARGES (NET)	\$0.00
New Balance	\$0.00

Minimum Payment Due \$401.00
 Payment Due Date 08/24/08
 Credit Limit \$866.00
 Available Credit
 Billing Date 08/22/08
 Days In Billing Period 28

6008890987581535

PAGE 01 OF 01 For account information Call: 1-800-542-0800 Write: P.O. BOX 981131 EL PASO, TX 79998 Online: jcpenny.com

TRANSACTION SUMMARY

Trans Date	Reference Number	Balance Type	Item Description	Charges	Payments & Credits
08-22	F911900KU00999990	R	CHARGE OFF ACCOUNT-PRINCIPALS		844.38
08-22	F911900KU00999990	R	CHARGE OFF ACCOUNT "FINANCE CHARGES"		258.17

FINANCE CHARGE

BALANCE TYPE	COMPUTED ON AVERAGE DAILY BALANCE	PERIODIC RATE(S)%	CORRESPONDING ANNUAL PERCENTAGE RATE(S) %
REGULAR	E	0.00	.06847 daily 24.99

Your Balance Computation Method is indicated above. See reverse side for an explanation.

ANNUAL PERCENTAGE RATE FOR THIS BILLING PERIOD	24.990%	TOTAL PERIODIC FINANCE CHARGE	.00
--	---------	-------------------------------	-----

Please note your mailed payment must be received by SPM or your in-store payment must be received during store hours on the due date. Your payment may be converted into an electronic debit. See reverse for details.

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT
 JCPENNEY ACCOUNT NUMBER 098-758-153-51
 PAYMENT SHOULD REACH US BY: 08-24-08

TOTAL BALANCE	MINIMUM PAYMENT
.00	401.00

Remit to GEMB



CHECK HERE IF ADDRESS/PHONE
 NUMBER HAS CHANGED. SEE
 REVERSE SIDE.

DEBORAH L JOHNSON
 1390 LEE RUN RD
 MAHAFFEY PA 15757-9433

!157579433907!

0000000

309

0987581535 20 00401000000000

FILL IN TOTAL BELOW

\$.

PO BOX 960001
 ORLANDO, FL 32896-0001

!328960001!

EXHIBIT B

CERTIFICATE OF PURCHASE

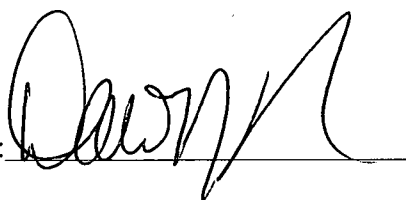
I, Dawn Rannells, hereby depose and state that:

1. I am an Authorized Agent of CACH, LLC, a Colorado Limited Liability Company.
2. As such, I am authorized to give this Certificate, and possess sufficient personal knowledge to do so regarding:

Customer Name:	DEBORAH JOHNSON
Original Creditor:	Ge Electric Capital Corp/Ge
Money Bank	
Account Number:	6008890987581535

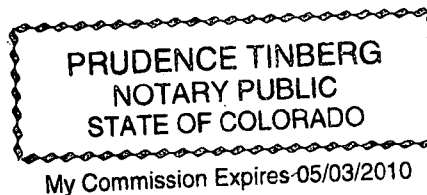
3. On or about October 3, 2006 this account was issued by the original creditor. CACH, LLC is the current owner of the account and purchased the account for good and valuable consideration.

Date: MAR 02 2007

By: 

Sworn and subscribed to before me this 2 day of Mar 2007.


Notary Public



My Commission Expires: _____

EXHIBIT C

KEY CREDIT TERMS

ANNUAL PERCENTAGE RATE FOR PURCHASES

21.0% (19.8% for Puerto Rico and U.S. Virgin Islands residents)

DELINQUENCY RATE*

24.99% (23.8% for Puerto Rico and U.S. Virgin Islands residents)

GRACE PERIOD FOR REPAYMENT OF THE BALANCE FOR PURCHASES

25 days if no previous balance or full payment is made; otherwise, none.

METHOD OF COMPUTING THE BALANCE FOR PURCHASES

Average Daily Balance (including New Purchases)

MINIMUM FINANCE CHARGE

\$1.00 (\$0 for Puerto Rico and U.S. Virgin Islands residents)

Late Payment Fee: \$10 if the New Balance after the Payment Due Date is under \$50; \$20 if the New Balance is \$50-\$99.99; \$25 if the New Balance is \$100.00-\$499.99; and \$29 if the New Balance is \$500 or more. No more than \$15 in IA or \$25 for Puerto Rico and U.S. Virgin Islands residents.

Returned Check Fee: \$25 (\$20 in IA; \$10 for Puerto Rico and U.S. Virgin Islands residents).

*The Delinquency Rate will apply if the required Minimum Payment is past due twice in any six consecutive billing periods. Once in effect, if you are not late with any required minimum payment for six consecutive billing periods, with the next statement you receive the rate will return to the rate applicable to your Account before the Delinquency Rate was imposed.

The information above is accurate as of July 2005. This information may have changed after that date. To find out what may have changed, write us at P.O. Box 981403, El Paso, TX 79998-1403; Puerto Rico and U.S. Virgin Island residents: P.O. Box 364788, San Juan, PR 00936-4788.

You affirm that the information you have submitted is complete and truthful. You authorize us to make inquiries we consider necessary (including requesting reports from consumer reporting agencies and other sources) in evaluating your application, and

subsequently, for purposes of reviewing, maintaining or collecting your Account. You also understand that the JCPenney Credit Card agreement ("Agreement") will govern your Account, the terms of which are hereby incorporated by reference into and made a part of this application, and that THE AGREEMENT'S TERMS INCLUDE AN ARBITRATION PROVISION WHICH MAY SUBSTANTIALLY LIMIT YOUR RIGHTS. Your signature on this application represents your signature on the Agreement. You understand that there is no agreement between us until we approve your application. You understand that you may apply for your own Account regardless of your marital status. After credit approval and subject to the governing credit agreement, each Applicant may use this Account and will each be liable for all credit extended under this Account to any Applicant or Authorized User.

INITIAL DISCLOSURE STATEMENT

The following is an initial disclosure statement. If you are approved for a JCPenney credit card, a complete credit card agreement ("Agreement") governing your JCPenney credit card account ("Account") will be sent to you. The JCPenney credit card is issued by GE Money Bank ("Bank"). In this disclosure statement, "we", "us", and "our" mean the Bank; "you" and "your" mean all persons who we approve to use the Account; and "Card" means your JCPenney Credit Card.

FINANCE CHARGES.

- A. The Finance Charge for a billing period is calculated (except for Puerto Rico and U.S. Virgin Island residents) by applying the applicable daily Periodic Rate to the Account balance subject to Finance Charge for each day in the billing period and adding together all of those daily Finance Charge amounts. For Puerto Rico and U.S. Virgin Island residents, the Finance Charge for a billing period is calculated by applying the applicable monthly Periodic Rate to the Account balance subject to Finance Charge for the billing period. Except for Puerto Rico and U.S. Virgin Island residents, there is a minimum **FINANCE CHARGE** of **\$1.00** for a billing period in which a Finance Charge is assessed.
- B. The Periodic Rate for your Account is the Standard Rate, unless the Delinquency Rate applies as described below. For all Accounts except Puerto Rico and U.S. Virgin Island residents, the Standard Rate for a billing period is **.05754% (ANNUAL PERCENTAGE RATE 21%)**. For Puerto Rico and U.S. Virgin Island residents, the Standard Rate for a billing period is **1.65% (ANNUAL PERCENTAGE RATE 19.8%)**.
- C. If you do not make your required Minimum Payment by the Payment Due Date two times in any six consecutive billing periods, the next Statement you receive will reflect the Delinquency Rate (rather than the Standard Rate) that will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period reflected on that Statement. For all Accounts except Puerto Rico and U.S. Virgin Island residents, the Delinquency Rate is **.06847% (ANNUAL PERCENTAGE RATE 24.99 %)**. For Puerto Rico and U.S. Virgin Island residents, the Delinquency Rate is **1.9833% (ANNUAL PERCENTAGE RATE 23.8 %)**. Once the Delinquency Rate applies, if you make any required Minimum Payment by the Payment Due Date in six consecutive billing periods, the next Statement you receive will reflect the Standard Rate (rather than the Delinquency Rate) that will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period reflected on that Statement.

BALANCE SUBJECT TO FINANCE CHARGE.

- A. The balance subject to Finance Charge is calculated separately for Regular Charges and Major Purchase Charges.
The balance subject to Finance Charge (except for Puerto Rico and

U.S. Virgin Island residents) is the Daily Balance of the Account. For Puerto Rico and U.S. Virgin Island residents, the Balance subject to Finance Charge is the Average Daily Balance of the Account. However, there is no Balance subject to Finance Charge for a billing period if there is no Previous Balance on your Account for that billing period or the sum of your payments and credits on your Account received during the billing period is at least equal to the Previous Balance.

- B. To determine the Account balance subject to Finance Charge, we take the prior day's Balance of your Account, which includes any unpaid Finance Charges (except for Puerto Rico and U.S. Virgin Island residents), and add any new Purchases and other debits for that day and subtract any payments and other credits applied that day. Each day, except for Puerto Rico and U.S. Virgin Island residents, we also add any Finance Charges and fees assessed that day. Insurance premiums, if any, are not included. This gives us the "Daily Balance" of the Account. To determine the Average Daily Balance of the Account for Puerto Rico and U.S. Virgin Island residents, we add together the Daily Balances for each day in the billing period and divide the total by the number of days in the billing period. Except for Puerto Rico and U.S. Virgin Island residents, any Daily Balance of less than zero will be treated as zero. For Puerto Rico and U.S. Virgin Island residents, any Average Daily Balance of less than zero will be treated as zero.

WHEN FINANCE CHARGES BEGIN TO ACCRUE. If there is no Previous Balance for the billing period or the sum of your payments and credits for the billing period is at least equal to the Previous Balance, new Purchases and other charges in that billing period will begin to accrue a Finance Charge as of the first day of the next billing period if a Finance Charge is imposed in the next billing period. If there is a Previous Balance for the billing period and the sum of your payments and credits for the billing period is not at least equal to the Previous Balance, new Purchases and other charges in that billing period will begin to accrue a Finance Charge from the later of the date of the transaction or the first day of the billing period in which the transaction is posted to your Account.

PAYMENTS. You must pay at least the Minimum Payment on your Statement by the Payment Due Date shown on the Statement. You may pay more than the Minimum Payment at any time. Your Minimum Payment will not be less than the total of any unpaid Finance Charges and insurance premiums due. The Minimum Payment is calculated as follows:

- i. Except as noted below for Puerto Rico and U.S. Virgin Island residents and Major Purchase Charge balances, your Minimum Payment for Regular Charge balances is equal to the greater of \$15 or 5% of the total of the New Balance (rounded down to the whole dollar); however, when the New Balance is less than \$15, you must pay us that New Balance. In addition, your Minimum Payment will include any past due amounts and credit insurance premiums.
- ii. If you have a Major Purchase Charge balance, you agree to pay at least a fixed Minimum Payment each month. The fixed Minimum Payment is as follows and is based on your highest Major Purchase Charge balance since your Major Purchase Charge balance was zero: if such balance is up to and including \$600, your Minimum Payment is \$15; and over \$600, your Minimum Payment is 2.5% of the balance rounded down to the whole dollar. In addition, your Minimum Payment will include any past due amounts and credit insurance premiums.
- iii. For Puerto Rico and U.S. Virgin Island residents, your Minimum Payment is equal to the greater of \$10 or 5% of the total of the New Balance (rounded down to the whole dollar); however, when the New Balance is less than \$10, you must pay us that New Balance. In addition, your Minimum Payment will include any past due amounts and credit insurance premiums.

We reserve the right to select the method by which payments and credits are allocated to your Account in our sole discretion. The payment allocation method that we use may result in higher Finance Charges on your Account, depending on the types of transactions you make (such as promotional or non-promotional purchases), and the timing and amount of your payments. If you have any questions about the allocation of your payment or would prefer to choose a different payment allocation option we offer, please call customer service at 1-800-542-0800 (For Puerto Rico and U.S. Virgin Island residents, please call 1-800-981-8400).

FEES. You agree to pay the following fees.

A. (a) Except as noted below for Puerto Rico and U.S. Virgin Island residents, we may impose a Late Payment Fee if we have not received your Minimum Payment by the Payment Due Date shown on your Statement. The amount of the Late Payment Fee will be based on your New Balance after the Payment Due Date. The Late Payment Fee will be \$10 for a New Balance of under \$50; \$20 for a New Balance of \$50 to \$99.99; \$25 for a New Balance of \$100 to \$499.99; and \$29 for a Balance of \$500 or more. The Late Payment fee will not exceed \$15 in IA.

(b) For Puerto Rico and U.S. Virgin Island residents, subject to the limitations set forth below, we may impose a Late Payment Fee of \$25 if we do not receive your required Minimum Payment by the Payment Due Date shown on your Statement. If your New Balance after the Payment Due Date is less than \$50, the Late Payment Fee will not exceed \$10. After you are assessed a Late Payment Fee, you will not be assessed another Late Payment Fee unless there is new Debit Activity on your Account after the billing period for which the prior Late Payment Fee was assessed. As used herein, "Debit Activity" shall occur when new purchases are included in the Minimum Payment Due on your Account or credit insurance premiums are assessed on your Account.

B. A Returned Check Fee of \$25 (\$20 in IA; \$10 for Puerto Rico and U.S. Virgin Island residents) if any check or other instrument sent to us, or any electronic payment authorization you provide us in payment on your Account, is not honored upon first presentment, even if the check, instrument or electronic authorization is later honored.

CHANGE IN TERMS. We may, at any time and subject to applicable law, change, add or delete provisions of the Agreement ("Terms Change") or terminate your Account. Unless prohibited by applicable law, we may apply any Terms Change to any outstanding or future balances of your Account.

ARBITRATION. The Agreement contains an arbitration provision that may substantially limit your rights in the event of a dispute, including your right to litigate in court or have a jury trial, discovery and appeal rights, and the right to participate as a representative or member of a class action. You have a right to reject the arbitration provision, by following the instructions in the arbitration provision. If you reject arbitration, it will have no effect on any other terms of the Agreement.

VERIFICATION

I, Dawn Rannells, hereby depose and state that:

The language of the foregoing document is that of counsel and not necessarily my own; however, I have read the foregoing document and the factual information contained therein is true and correct to the best of my personal knowledge.

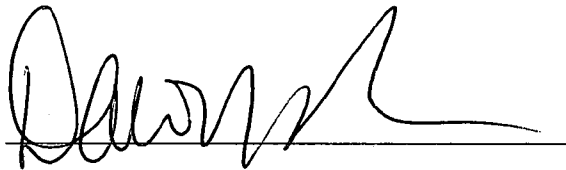
I am the Authorized Representative and a duly authorized representative of the plaintiff;

The factual allegations set forth in the foregoing pleading are true and correct to the best of my knowledge, information and belief, and they are that DEBORAH JOHNSON owes the balance of \$1,102.53 to CACH, LLC on previously submitted invoices, which balance is due and unpaid as if the date of the execution of this Verification.

I am aware that if any of the foregoing is willfully false, I am subject to punishment.

I understand that false statements made herein are subject to the penalties relating to unsworn falsification to authorities.

By: _____



Dated: MAR 02 2007

Authorized Representative

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103550
NO: 07-2054-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CACH, LLC
vs.
DEFENDANT: DEBORAH JOHNSON

SHERIFF RETURN

NOW, January 02, 2008 AT 10:26 AM SERVED THE WITHIN COMPLAINT ON DEBORAH JOHNSON DEFENDANT AT 1390 LEE RUN ROAD, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LES JOHNSON, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HARRISON	5496	10.00
SHERIFF HAWKINS	HARRISON	5496	40.22

FILED

01/31/08

APR 28 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,


Chester A. Hawkins
Sheriff

Harrison Ross Byck, Esq., P.C.
Attorney I.D. No. 61511
229 Plaza Blvd., Suite 112
Morrisville, PA 19067
1-888-275-6399// (215) 428-0666

FILED
m/j: 20 cm
JUN 27 2008
acc + statement
Atty

William A. Shaw
Prothonotary/Clerk of Courts

CACH, LLC	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff(s),)	
	)	NO: 07-2054-CD
vs.)	
)	
DEBORAH JOHNSON	)	PRAECIPE TO ENTER
Defendant(s).	)	JUDGMENT BY DEFAULT
)	

TO THE PROTHONOTARY:

Please enter a Default Judgment in favor of plaintiff, **CACH, LLC**, and against the defendant(s), **DEBORAH JOHNSON**, for failure to answer or otherwise respond to the Complaint in Civil Action.

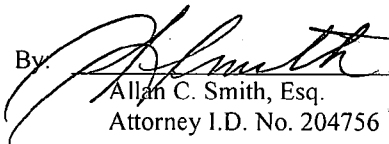
The Complaint was served upon the defendant(s) on **January 2, 2008**. A copy of the proof of service is attached hereto as Exhibit "A".

A copy of the Notice of Intention to take Default mailed to defendant(s) **DEBORAH JOHNSON** by regular United States mail, postage paid, on **April 21, 2008**, is attached hereto as Exhibit "B".

Assess damages in the amount of \$ **1714.64** as follows: [a] \$ **1102.53** principal being sought in the Complaint; [b] \$ **176.89** interest being sought in the Complaint; [c] reasonable attorney's fees of \$ **300.00**, or \$ **150.00** per hour, [d] and Court Costs of \$ **85.00**, [e] and Costs of Service of \$ **50.22**.

Date: **May 12, 2008**

By:


Allan C. Smith, Esq.
Attorney I.D. No. 204756

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103550
NO: 07-2054-CD
SERVICE # 1 OF 1
COMPLAINT

COPY

PLAINTIFF: CACH, LLC
vs.
DEFENDANT: DEBORAH JOHNSON

SHERIFF RETURN

NOW, January 02, 2008 AT 10:26 AM SERVED THE WITHIN COMPLAINT ON DEBORAH JOHNSON
DEFENDANT AT 1390 LEE RUN ROAD, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO
LES JOHNSON, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN
THE CONTENTS THEREOF.

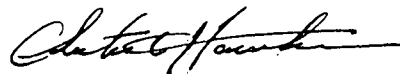
SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HARRISON	5496	10.00
SHERIFF HAWKINS	HARRISON	5496	40.22

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

Harrison Ross Byck, Esq., P.C.
Attorney I.D. 61511
229 Plaza Blvd., Suite 112
Morrisville, PA 19067
1-888-275-6399// (215) 428-0666
Attorney for Plaintiff

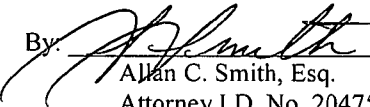
CACH, LLC	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,)	
	)	NO: 07-2054-CD
vs.)	
)	
DEBORAH JOHNSON)	
)	
Defendant(s).)	

CERTIFICATE OF SERVICE OF
NOTICE OF INTENT TO FILE
PRAECIPE TO ENTER JUDGMENT BY DEFAULT

I, Allan C. Smith, Esq., of full age, certify that I mailed a copy of the annexed NOTICE OF INTENT TO FILE PRAECIPE TO ENTER JUDGMENT BY DEFAULT upon defendant(s) **DEBORAH JOHNSON** by United States mail, postage prepaid and certified mail, on **April 21, 2008** at his/her last address of

**1390 LEE RUN ROAD
MAHAFFEY, PA 15757**

Date: **May 12, 2008**

By: 
Allan C. Smith, Esq.
Attorney I.D. No. 204756

Harrison R. Byck, Esq., P.C.
Attorney I.D. No. 61511
229 Plaza Blvd., Suite 112
Morrisville, PA 19067
1-888-275-6399 // (215) 428-0666

Attorney for Plaintiff

CACH, LLC	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,)	
)	
DEBORAH JOHNSON	)	NO. 07-2054-CD
vs.)	
	)	NOTICE OF INTENT TO
	)	FILE PRAECIPE TO ENTER
Defendant(s).	)	JUDGMENT BY DEFAULT
)	

TO: **DEBORAH JOHNSON**
1390 LEE RUN ROAD
MAHAFFEY, PA 15757

IMPORTANT NOTICE

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 TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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

Lawyer Referral Service
Pennsylvania Lawyer Referral Service
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, ext. 51
(800) 692-7375

Dated: **April 30, 2008**

Harrison Ross Byck, Esq., P.C.
Attorney I.D. No. 61511
229 Plaza Blvd.
Suite 112
Morrisville, PA 19067
1-888-275-6399 // (215) 428-0666
Attorney for Plaintiff

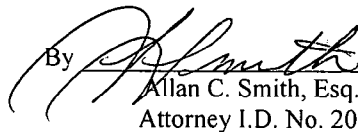
CACH, LLC	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,)	
	)	NO: 07-2054-CD
vs.)	
)	
DEBORAH JOHNSON)	
)	
Defendant(s).)	

CERTIFICATION OF NON-MILITARY SERVICE

I, Allan C. Smith, ESQ. of full age, certifies as follows:

1. I am the plaintiff's attorney herein, and have sufficient knowledge of the facts and am fully authorized to make this Certification;
2. My information is that the defendant is **DEBORAH JOHNSON**.
3. Our latest information is that the defendant is employed at **UNKNOWN**.
4. To the best of my information and belief, the Defendant is not a member of the military services of the United States of its allies or otherwise within the provisions of the Soldiers' and Sailors' Relief Act of 1940, as amended, and as stated in the attached Department of Defense Manpower Data Center reports.
5. This certification is taken subject to the penalties of 18 PaCSA 4904 relating to unsworn falsification to authorities.

Date: **May 12, 2008**

By 
Allan C. Smith, Esq.
Attorney I.D. No. 204756

Department of Defense Manpower Data Center

MAY-12-2008 10:46:21



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

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

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

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

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

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

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

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

Report ID: **BEHUWLCPJAS**

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

CACH, LLC
Plaintiff(s)

No.: 2007-02054-CD

Real Debt: \$1,714.64

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Deborah Johnson
Defendant(s)

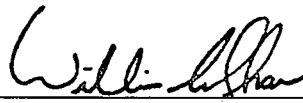
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 27, 2008

Expires: June 27, 2013

Certified from the record this June 27, 2008



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

Harrison Ross Byck, Esq., P.C.
Attorney I.D. 61511
229 Plaza Blvd.
Suite 112
Morrisville, PA 19067
1-888-275-6399 // (215) 428-0666
Attorney for Plaintiff

CACH, LLC

Plaintiff,

vs.

DEBORAH JOHNSON

Defendant(s).

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 07-2054-CD

To: **DEBORAH JOHNSON**
1390 LEE RUN ROAD
MAHAFFEY, PA 15757

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below:

By:


Clerk

X

Judgment by Default

—

Money Judgment

—

Judgment in Replevin

—

Judgment for Possession

—

Judgment on Award of Arbitration

—

Judgment on Verdict

—

Judgment on Court Verdict

If you have any questions concerning the above, please contact:

ATTORNEY: **HARRISON ROSS BYCK, Esquire** at 215-428-0666 or 1-888-275-6399

PRAECIPE FOR WRIT OF EXECUTION (MONEY JUDGMENTS)

P.R.C.P. 3101 to 3149

CACH, LLC.

4340 S. MONACO STREET, 2ND FLOOR
DENVER, COLORADO 80237

Plaintiff[s],

vs.

DEBORAH JOHNSON

1390 LEE RUN ROAD
MAHAFFEY, PA 15757

Defendant[s].

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: 07-2054-CD

FILED

MAY 25 2012

William A. Shaw
Prothonotary/Clerk of Court

444 pd
20.00
3cc Lewin
to Sheriff
GK

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

ISSUE and INDEX WRIT OF EXECUTION IN THE ABOVE MATTER,

- (1) Directed to the Sheriff of CLEARFIELD County, Pennsylvania,
- (2) against **DEBORAH JOHNSON** Defendant(s); ANY AND ALL PERSONAL PROPERTY TO BE LEVIED ON.
- (3) and against _____ Garnishee(s);
as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows: (Specifically describe property to be levied upon by Sheriff)

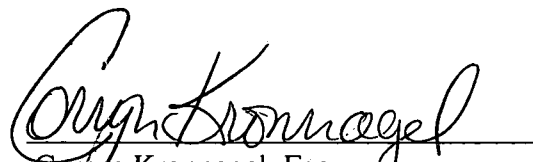
(4) Amount Due \$ 1,714.64

Interest from _____

TOTAL _____, plus costs.

125.00 Prothonotary costs

DATE: May 18, 2012


Corryn Kronnagel, Esq.

CACH, LLC.

4340 S. MONACO STREET, 2ND FLOOR
DENVER, COLORADO 80237

Plaintiff[s],

vs.

DEBORAH JOHNSON

1390 LEE RUN ROAD
MAHAFFEY, PA 15757

Defendant[s].

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

: Docket No.: **07-2054-CD**
:
:
:
:

WRIT OF EXECUTION—NOTICE

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

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions that may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

- (1) Fill out the claim form and demand a prompt hearing.
- (2) Deliver the form or mail it to the sheriff's office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

This and any future communication from our debt collection firm are attempts to collect a debt, and information obtained will be used for that purpose.

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

**CLEARFIELD COUNTY BAR ASSOCIATION
800 – 692-7375**

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

CACH, LLC.
4340 S. MONACO STREET, 2ND FLOOR
DENVER, COLORADO 80237

Plaintiff[s],

vs.

DEBORAH JOHNSON
1390 LEE RUN ROAD
MAHAFFEY, PA 15757

Defendant[s].

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: **07-2054-CD**

CLAIM FOR EXEMPTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

(1) From my personal property in my possession that has been levied upon:

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

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

☐ paid in cash following the sale of the property levied upon or

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

(2) From my property that is in the possession of a third party, I claim the following exemptions:

(a) My \$300.00 statutory exemption: ☐ in cash; ☐ in kind (specify property): _____

(b) Social security benefits on deposit in the amount of \$ _____

(c) Other (specify amount and basis of exemption): _____

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at:

(Address)

(Phone)

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

Date: _____

Defendant: _____

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

1 NORTH 2ND STREET
CLEARFIELD, PA 16830

WRIT OF EXECUTION

Special instructions for levy at business premises:

SEIZE ALL CONTENTS OF EACH CASH REGISTER

**LAW FIRM OF ALLAN C. SMITH, ESQ.
THE BUCKS COUNTY OFFICE CENTER
1276 VETERANS HIGHWAY, SUITE E-1
BRISTOL, PA 19007**

PHONE: (888) 275-6399

FAX: (215) 428-0740

CACH, LLC.

4340 S. MONACO STREET, 2ND
FLOOR

DENVER, COLORADO 80237

Plaintiff[s],

vs.

DEBORAH JOHNSON

1390 LEE RUN ROAD

MAHAFFEY, PA 15757

Defendant[s].

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

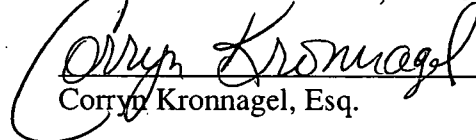
Docket No.: 07-2054-CD

WAIVER OF WATCHMAN

BY ORDER OF THE SHERIFF OF CLEARFIELD COUNTY
COURTHOUSE - CLEARFIELD, PA 16830

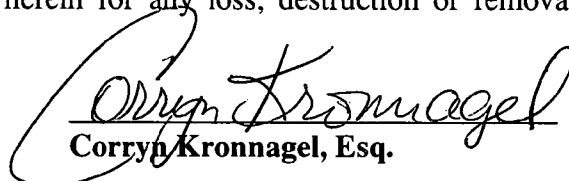
SIR: There will be placed in your hands for service a Writ of Execution, styled as follows:
CACH, LLC., Plaintiff(s) vs. DEBORAH JOHNSON, Defendant(s).

- (1) The defendant will be found at: **1390 LEE RUN ROAD MAHAFFEY, PA 15757**


Corryn Kronnagel, Esq.

- (2) If Writ of Execution, state below where Defendant will be found, what goods and chattels shall be seized and be levied upon. If real estate, attach three copies of description (not place of record) together with street and number of the premises. **ANY AND ALL PERSONAL PROPERTY OF THE DEFEDNANT LOCATED AT 1390 LEE RUN ROAD MAHAFFEY, PA 15757.** *However, pursuant to Pa R.C.P. 3109, Plaintiff directs Sheriff, at the time of the personal property levy, to physically impound any and all computers, laptops, personal tablet computers, I-pads, I-pods, smart phones, cell phones and Blackberry devices found in and on the premises.*

- (3) **WAIVER OF WATCHMAN** – Any deputy sheriff levying upon or attaching any property under within may leave same without a watchman, in custody of whoever is found in possession, after notifying such person of such 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 sheriff's sale thereof.


Corryn Kronnagel, Esq.

LAW FIRM OF ALLAN C. SMITH, P.C
THE BUCKS COUNTY OFFICE CENTER
1276 VETERANS HIGHWAY, SUITE E-1
BRISTOL, PENNSYLVANIA 19007
PH: (215) 428-0666 / FAX: (215) 428-0740

ORDER FOR SERVICE

DATE: May 18, 2012

PROTHY NO.: 07-2054-CD

CASE TYPE: WRIT OF EXECUTION

TO: SHERIFF OF CLEARFIELD COUNTY

FROM: ALLAN C. SMITH, ESQ. P.C.
The Bucks County Office Center
1276 Veterans Highway- Suite E-1
Bristol, Pa 19007

CACH, LLC.
Plaintiff,

vs.

DEBORAH JOHNSON
Defendant.

SERVE AT: *(Must include specific instructions, also must have Apt. Number & Bldg. Number)*

STREET ADDRESS: 1390 LEE RUN ROAD

CITY, STATE & ZIP: MAHAFFEY, PA 15757

TOWNSHIP: _____

SPECIAL INSTRUCTIONS: *(Use other side if necessary)*

Any and all Personal Property to be levied on. However, pursuant to Pa R.C.P. 3109, Plaintiff directs Sheriff, at the time of the personal property levy, to physically impound any and all computers, laptops, personal tablet computers, I-pads, I-pods, smartphones, cellphones, and Blackberry devices found in and on the premises.

SERVICE WAS NOT MADE BECAUSE:

CACH, LLC.

4340 S. MONACO STREET, 2ND FLOOR
DENVER, COLORADO 80237

Plaintiff[s],

vs.

DEBORAH JOHNSON

1390 LEE RUN ROAD
MAHAFFEY, PA 15757

Defendant[s].

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: 07-2054-CD

**WRIT OF EXECUTION
TO THE SHERIFF OF CLEARFIELD COUNTY**

To satisfy judgment, interest, and costs against: **DEBORAH JOHNSON**, defendant[s],

- (1) You are directed to levy upon the personal property of the defendant[s] and to sell defendant[s] interest therein, located at: **1390 LEE RUN ROAD MAHAFFEY, PA 15757**
ANY AND ALL PERSONAL PROPERTY. HOWEVER, PURSUANT TO PA R.C.P. 3109, PLAINTIFF DIRECTS SHERIFF, AT THE TIME OF THE PERSONAL PROPERTY LEVY, TO PHYSICALLY IMPOUND ANY AND ALL COMPUTERS, LAPTOPS, PERSONAL TABLET COMPUTERS, IPADS, IPODS, SMARTPHONES, CELLPHONES AND BLACKBERRY DEVICES FOUND IN AND ON THE PREMISES.

- (2) You are also directed to attach the property of the defendant[s] not levied upon in the possession of [name of garnishee], garnishee[s], *[specifically describe property]*

[All property of defendant[s] possessed by garnishee[s]. All accounts including all savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges, documents of title, securities, coupons and safe deposit boxes, especially account numbers]

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[s], you are directed to notify [him] [her] [them] that [he] [she] [they] has [have] been added as garnishee[s] and are enjoined as above stated.

REAL DEBT	\$ 1,714.64
INTEREST	\$ _____ from _____
COST PAID:	\$ _____
PROTHONOTARY	\$ <u>125.00</u> Prothonotary costs
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE	\$ _____

BY: 

Date: 5/25/12

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21471
NO: 07-2054-CD

PLAINTIFF: CACH, LLC
vs.
DEFENDANT: DEBORAH JOHNSON

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 5/25/2012

LEVY TAKEN 6/28/2012 @ 10:30 AM

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 8/8/2012

DETAILS

6/28/2012 @ 10:30 AM SERVED DEBORAH JOHNSON
SERVED DEBORAH JOHNSON, DEFENDANT, AT HER RESIDENCE 1390 LEE RUN ROAD, MAHAFFEY,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDIN TO DEBORAH JOHNSON

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

@ SERVED

NOW, JULY 17, 2012 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCEL THE WRIT THE
DEFENDANT ENTERED INTO A PAYMENT PLAN.

FILED
019:15/BN
AUG 08 2012
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21471
NO: 07-2054-CD

PLAINTIFF: CACH, LLC

vs.

DEFENDANT: DEBORAH JOHNSON

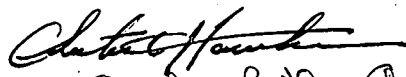
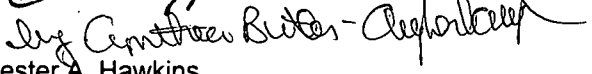
Execution PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$101.84

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,



Chester A. Hawkins
Sheriff

CACH, LLC.

4340 S. MONACO STREET, 2ND FLOOR
DENVER, COLORADO 80237

Plaintiff[s],

vs.

DEBORAH JOHNSON

1390 LEE RUN ROAD
MAHAFFEY, PA 15757

Defendant[s].

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: 07-2054-CD

**WRIT OF EXECUTION
TO THE SHERIFF OF CLEARFIELD COUNTY**

To satisfy judgment, interest, and costs against: **DEBORAH JOHNSON**, defendant[s],

- (1) You are directed to levy upon the personal property of the defendant[s] and to sell defendant[s] interest therein, located at: 1390 LEE RUN ROAD MAHAFFEY, PA 15757
ANY AND ALL PERSONAL PROPERTY. HOWEVER, PURSUANT TO PA R.C.P. 3109, PLAINTIFF DIRECTS SHERIFF, AT THE TIME OF THE PERSONAL PROPERTY LEVY, TO PHYSICALLY IMPOUND ANY AND ALL COMPUTERS, LAPTOPS, PERSONAL TABLET COMPUTERS, IPADS, IPODS, SMARTPHONES, CELLPHONES AND BLACKBERRY DEVICES FOUND IN AND ON THE PREMISES.

- (2) You are also directed to attach the property of the defendant[s] not levied upon in the possession of [name of garnishee], garnishee[s], [specifically describe property]

[All property of defendant[s] possessed by garnishee[s]. All accounts including all savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges, documents of title, securities, coupons and safe deposit boxes, especially account numbers]

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[s], you are directed to notify [him] [her] [them] that [he] [she] [they] has [have] been added as garnishee[s] and are enjoined as above stated.

REAL DEBT	\$ 1,714.64
INTEREST	\$ _____ from _____
COST PAID:	\$ _____
PROTHONOTARY	\$ <u>125.00</u> Prothonotary costs
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE	\$ _____

BY: William L. Hester

Date: 5/25/12

Received this writ this 25th day
of May A.D. 2012
At 3:00 A.M./P.M.

Christopher A. Hester
by Christina Butler - Clerk

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME DEBORAH JOHNSON

NO. 07-2054-CD

NOW, August 08, 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 Deborah Johnson to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	9.00
SERVICE	9.00
MILEAGE	24.42
LEVY	20.00
MILEAGE	24.42
POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	10.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$101.84

DEBT-AMOUNT DUE	1,714.64
INTEREST @ %	0.00
FROM TO	
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	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$1,836.48

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	101.84
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$101.84
TOTAL COSTS	\$1,836.48

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

Law Firm of Allan C. Smith, P.C.

The Bucks County Office Center
1276 Veterans Highway, Suite E-1
Bristol, Pennsylvania 19007
Toll Free: (888) 275-6399 Fax: (215) 428-0740

Allan C. Smith, Esq.
Admitted: PA and NY

Of Counsel:
Corryn Kronnagel, Esq.
Admitted: PA
Ashley Vaivada, Esq.
Admitted: NJ

July 17, 2012

CLEARFIELD COUNTY SHERIFF
1 NORTH 2ND STREET
SUITE 116
CLEARFIELD, PA 16830

Re: CACH, LLC. vs. DEBORAH JOHNSON

Docket No.: 07-2054-CD

Dear Sheriff:

A writ of execution has been previously filed in the above matter. Kindly cancel the writ as the defendant called our office and set up a payment plan.

Please call me at 1 (888) 275-6399 should you have any questions. Thank you for your attention.

Very truly yours,



Allan C. Smith, Esq.

KP
Enclosure