



2045983

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

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

**FILED** pd \$95.00 Att  
m/12:00pm 1cc Att  
MAR 10 2008 2cc Shff  
(initials)

William A. Shaw  
Prothonotary/Clerk of Courts

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

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA  
1145 CARRS HL  
CLEARFIELD PA 16830-7005  
and  
DEBORAH CAMBRIA  
RR 1 BOX 408  
CLEARFIELD PA 16830-9601

**COMPLAINT IN ASSUMPSIT**  
**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

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

1. Plaintiff is a debt buyer and successor in interest to

the original creditor as set forth in the caption of this Complaint.

2. The defendants, for valuable consideration received, executed and delivered to plaintiff a promissory note under the terms of which the defendants promised to pay to the plaintiff consecutive monthly payments under the terms and conditions set forth in the promissory note. A true and correct copy of the aforesaid promissory note is attached hereto, made a part of this complaint and marked Exhibit "A".

3. Contrary to the terms of the aforesaid promissory note, the defendants failed to make the required payments when due as a result of which the unpaid balance of \$4,759.38 became due and payable.

4. As a result of defendants' default, defendants are indebted to plaintiff in the amount of \$4,759.38 plus interest thereon and attorney's fees as provided for in the promissory note.

5. Plaintiff has made demand upon the defendants for payment of the amount due but the defendants have failed and refused and still refuse to pay the said sum or any part thereof.

6. Defendants' last payment on account was made on August 31, 2007.

WHEREFORE, plaintiff claims of the defendants the sum of  
\$4,759.38 plus applicable costs, interest and attorney's fees.

GORDON & WEINBERG, P.C.

BY: 

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

P01C.DB

VERIFICATION

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

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


  
\_\_\_\_\_  
FREDERIC I. WEINBERG, ESQUIRE

EXHIBIT "A"

PENNSYLVANIA  
MOTOR VEHICLE INSTALLMENT SALE CONTRACT

Date: 04-28-00

A 7132902

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all scheduled payments.	<b>Total Sale Price</b> The total cost of your purchase on credit, including your downpayment of \$ <u>1000.00</u> .
17.95 %	\$ 7878.48	\$ 13561.00	\$ 20639.48	\$ 21639.48

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
60	\$ 343.99	Monthly, beginning <u>05/28/00</u>

Filing Fee: \$ 5.00

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Security: You are giving a security interest in the motor vehicle being purchased.

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

11618789

2045983

In this Contract we are the **SELLER**, **FULLINGTON BUICK-OLDS-CAD-GMC, INC.**  
PO Box 211 Rte 879 & I-80 Clearfield PA 16830  
Name: **EDWARD M CAMBRIA JR** Address: **DEBORAH A CAMBRIA** Zip Code:  
You are the **BUYER(S)**, **RRI BOX 488 CLEARFIELD PA 16830**  
Name(s): Address(es): Zip Code(s):

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

**TRADE-IN:**  
You have traded in the following vehicle:

Year and Make	Description
---------------	-------------

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown in the Notification of Amount Financed as the "Loan Payment".

**PROPERTY INSURANCE:** You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

**CREDIT INSURANCE IS NOT REQUIRED:** Credit Life Insurance and Credit Disability Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost(s). Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit.

By signing, you select Single Credit Life Insurance, which costs \$ N/A per year. What is your age? N/A Years

By signing, you select Single Credit Accident & Health Insurance, which costs \$ N/A per year. What is your age? N/A Years

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A per year. What is your age? N/A Years

By signing, you both select Joint Credit Accident & Health Insurance, which costs \$ N/A per year. What is your age? N/A Years

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A per year. What is your age? N/A Years

By signing, you both select Joint Credit Accident & Health Insurance, which costs \$ N/A per year. What is your age? N/A Years

**VEHICLE:** You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

Make	Year and Make	Series	Body Style	No. Cyl	Trans	Color	Serial Number
------	---------------	--------	------------	---------	-------	-------	---------------

**USED 1999 CHEVROLET MALIBU SDN** 6 1G1ND52T2X6159485

Equipped with: A.T. 4 P.S. 4 Air-Flow Stereo 5 Spd. Other  
A.C. 4 P.W. 4 Air-Flow Top Vinyl Top

**ASSIGNMENT:** We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in the Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.



**CO-SIGNER:** Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

**CO-OWNER:** Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

**TERMS:** The terms shown in the boxes above are part of this Contract.

**PROMISE TO PAY:** You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and agreeing the Trade-In, if shown above, on or before the date of this Contract, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

**SECURITY AGREEMENT:** To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all parts (called "accessories") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any notice to you.

**ADDITIONAL TERMS AND CONDITIONS:** THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

**NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.**

SELLER: **FULLINGTON BUICK-OLDS-CAD-GMC, INC.** (SEAL) 04-28-00  
Date: 04-28-00

BUYER: Edward M Cambria Jr (SEAL) 04-28-00  
Date: 04-28-00

**CO-SIGNER:** YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.

**CO-SIGNER'S AGREEMENT:** You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

Co-Signer's Signature (SEAL) Address Date  
Co-Signer's Signature (SEAL) Address Date

**CO-OWNER'S SECURITY AGREEMENT:** You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a Security Interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise to Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

Co-Owner's Signature (SEAL) Address Date

**BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT**

BY THE SIGNATURE OF: Edward M Cambria Jr BUYER Deborah A Cambria CO-SIGNER

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

REPRODUCED FROM 10-73-24 (LWR) © 1999 BANK-OF-AMERICA SERVICE, INC.

ORIGINAL

## ADDITIONAL TERMS AND CONDITIONS

1. **HOW THE TOTAL OF PAYMENTS IS COMPUTED:** The Total of Payments is the sum of the Amount Financed and the Finance Charge. The Finance Charge consists solely of interest computed daily on the outstanding balance of the Amount Financed. The Finance Charge shown on the front slide has been computed on the assumption that we will receive all payments on their scheduled due dates.

2. **COMPUTING INTEREST:** We will charge interest on a daily basis on the outstanding balance subject to interest on each day of the loan term. The daily interest rate is equal to the Annual Percentage Rate divided by the number of days in that calendar year. Buyer agrees

3. **LATE CHARGE:** Buyer agrees to pay a late charge for any payment not made within 10 days after its due date. The late charge will be 2% per month on the unpaid amount of the payment. We will consider any part of a month in excess of 10 days to be a full month. The

late charge will be due when earned. No late charge will be due if the reason that the payment is late is because, after default, the entire outstanding balance on this Contract is due. No late charge will be due if the only reason that the payment is late is because of a late charge assessed on an earlier payment.

4. APPLICATION OF PAYMENTS: We will apply payments in the following order of priority: first to interest; and then to late charges, fees, principal and any other amounts you owe in the order that we choose.

5. **PREPAYMENT:** You may prepay, in full or in part, the amount owed on this Contract at any time without penalty. If you prepay the Contract in part, you agree to continue to make regularly scheduled payments until you pay all amounts due under this Contract. This will reduce the number of payments you will make.

6. **WAIVER BY SELLER AND ASSIGNEE:** We and Assignee waive the right to treat any property as security for the repayment of this Contract, except for the Vehicle and the other property specifically mentioned in this Contract.

**WARRANTY BY BUYER, CO-SIGNER AND CO-OWNER:** You agree to make all payments on or before they are due without our having to ask. If you don't, we may enforce our rights without anything you in advance. You give up any right you may have to require that we enforce our rights against some other person or property before we enforce our rights against you. You agree that we may give up our rights against some other person but not against you. You waive due diligence in collection and all defenses based on satisfaction and impairment of collateral or security.

7. **INTEREST AFTER MATURITY AND JUDGMENT:** Interest at the rate provided in this Contract shall continue to accrue on the unpaid balance until paid in full, even after maturity and/or after we get a judgment against you for the amounts due. This will apply even if the maturity occurs because of acceleration. If at any time interest as provided for in this paragraph is not permitted by law, interest shall accrue at the highest rate allowed by paragraph four hereinafter of this Note.

**4. YOUR PROMISES ABOUT OUR SECURITY INTEREST:** You will not permit anyone other than us to obtain a security interest or other rights in the Vehicle. You will pay all taxes necessary for us to obtain and maintain our security interest in the Vehicle. You will assist us in having our security interest noted on the Certificate of Title to the Vehicle. You will not sell or give away the Vehicle. If someone puts a lien on the Vehicle, you will pay the collection agency the debt.

9. **YOUR PROMISES ABOUT THE VEHICLE:** You will keep the Vehicle in good condition and will repair. You will pay all taxes and charges on the Vehicle. You will pay all costs of maintenance on the Vehicle. You will not abuse the Vehicle or permit anything to be done to the Vehicle which will reduce its value, other than for normal wear and use. You will not use the Vehicle for illegal purposes or for hire or lease. You will not move the Vehicle from your address shown on the front of this Contract to a new permanent place of garaging without notifying us in advance.

**10. YOUR PROMISES ABOUT INSURANCE:** You will keep the Vehicle insured against theft and collision until all loans due are paid in full. The insurance coverage must be satisfactory to us and protect your interests and the interests of the bank of any insured lessee. The insurance must name us as "loss-payee" on the policy. The insurance must be written by an insurance company qualified to do business in Pennsylvania and licensed to sell insurance in the state where the Vehicle is permanently garaged. The insurance policy must provide with at least 10 days' prior written notice of any cancellation or reduction in coverage. Coverage must be maintained for the entire term of the lease.

request, you shall deliver to us any and all evidence of insurance coverage to us. In the event of any loss or damage to the Vehicle, you will immediately notify us in writing and file a claim with your insurance carrier. We may file a proof of loss on your behalf if you fail or refuse to do so. We may endorse your name in any check, draft or other instrument we receive in payment of an insured loss or return insurance premiums. We may apply any insurance proceeds we receive to repair or replace the Vehicle if, in our opinion, it is economically infeasible and you are not then in default under this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us.

11. OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTERESTS IN YOUR VEHICLE ON INSURANCE: If you fail to keep your promise to pay filing fees, taxes, fines or the costs necessary to keep the Vehicle in good condition and repair, we may advance a money you promised to pay. If you fail to keep your promise to obtain required insurance, we may advance money to obtain insurance to compensate for damage to the Vehicle. We have the choice of whether or not to advance any money for these purposes. Such advances will be limited to an amount not greater than you owe on this Contract. THE INSURANCE YOU PURCHASE MAY BE SIGNIFICANTLY MORE EXPENSIVE AND PROVIDE YOU LESS COVERAGE THAN INSURANCE YOU COULD PURCHASE YOURSELF.

We will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay I

Buyer's Guide Window Sticker. If the Car which is described on the face of this Contract was a Buyer's Guide Window Sticker required by the Federal Trade Commission Used Car Trade Regulation Rule, the following notice applies:

The information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

NOTICE—ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR MAY ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

## NOTICE OF PROPOSED CREDIT INSURANCE

[illegible]

**NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.**

THE PROVISION BELOW IS NOT PART OF THE PENNSYLVANIA MOTOR VEHICLE INSTALLMENT SALE CONTRACT BETWEEN THE BUYER AND SELLER  
ASSIGNMENT

[illegible]

In the event that Seller is required by this Assignment to repurchase the Contract and/or Vehicle, Seller shall pay to Assignee, in cash, the full unpaid balance of the Vehicle's purchase price, plus any late charges, plus any interest charges, plus any taxes, plus any fees, plus any costs and expenses paid or incurred by Assignee in respect thereto, including reasonable attorneys' fees, in connection with this Assignment, and, against any Buyer, Owner or persons in possession of the Vehicle and/or by or against Seller.

For value received, Seller hereby sells, assigns and transfers unto the Assignee, its successors and assigns, the within Contract, all moneys due and to become due thereunder, together with all rights and interests in and to the Vehicle therein described, with full power in the Assignee in its or our name to take such legal or other action which we might have taken here for this Assignment. Unless Seller notifies either of the endorsements below, titled "WITH FULL RECOUPERS" or "WITH REPURCHASE," Seller's assignment shall, except for the provisions of the

☐ **WITH FULL RESCOURSE**—Seller agrees that, in addition to the paragraph above titled "Assignment," in the event of default by Buyer in the full payment on the due date thereof at any time, Seller shall be entitled to demand full payment of the purchase price of the goods from Buyer, whether or not the goods have been resold by Buyer, and whether or not the goods have been delivered to the end user. Seller's obligation to deliver the goods shall remain payable under the Contract or in the prompt performance of any other obligation to be performed under the Contract by Buyer, Seller will, as demanded by Assignee, forthwith assign the goods to Assignee.

☐ **WITH REPURCHASE**—Seller agrees that, in addition to the provisions of the paragraph above titled "Assignment," in the event of non-default by Buyer which shall entitle Assignee to repossess the Vehicle, Seller will, if the Vehicle is repossessed by Assignee and delivered to Seller, and without regard to the then condition of the Vehicle, forthwith repurchase the Vehicle at the purchase price paid by Buyer, plus interest at the rate of \_\_\_\_\_ per annum, and without any further obligation on the part of Assignee.

By signing below, we agree to the terms of the Assignment.

Serial 100 Date 10/10/19

[illegible][illegible]



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

DOCKET # 103863  
NO: 08-414-CD  
SERVICE # 1 OF 2  
COMPLAINT IN ASSUMPSIT

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC

vs.

DEFENDANT: EDWARD CAMBRIA and DEBORAH CAMBRIA

**SHERIFF RETURN**

NOW, March 28, 2008 AT 1:09 PM SERVED THE WITHIN COMPLAINT IN ASSUMPSIT ON EDWARD CAMBRIA DEFENDANT AT 1145 CARRS HL, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DEB CAMBRIA, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN ASSUMPSIT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

**FILED**  
03:00 PM  
JUN 30 2008  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 103863  
NO: 08-414-CD  
SERVICE # 2 OF 2  
COMPLAINT IN ASSUMPSIT

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC  
vs.  
DEFENDANT: EDWARD CAMBRIA and DEBORAH CAMBRIA

**SHERIFF RETURN**

NOW, March 28, 2008 AT 1:10 PM SERVED THE WITHIN COMPLAINT IN ASSUMPSIT ON DEBORAH CAMBRIA DEFENDANT AT RR#1 BOX 408 aka 1145 CARRS HILL, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DEBORAH CAMBRIA, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN ASSUMPSIT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103863  
NO: 08-414-CD  
SERVICES 2  
COMPLAINT IN ASSUMPSIT

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC  
vs.  
DEFENDANT: EDWARD CAMBRIA and DEBORAH CAMBRIA

SHERIFF RETURN

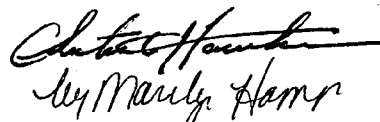
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GORDON	048830	20.00
SHERIFF HAWKINS	GORDON	048830	26.00

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,



Chester A. Hawkins  
Sheriff

2045983

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

**FILED** *Any \$20.00*  
*m 110.4/2001*  
**AUG 04 2008** *ICC Notice to Defs.*  
William A. Shaw *ICC Statement to Atty*  
Prothonotary/Clerk of Courts *GR*

Cavalry Portfolio Services,  
LLC as assignee of Cavalry SPV  
I, LLC as assignee of Fairlane  
Credit

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA  
and  
DEBORAH CAMBRIA

PRAECIPE FOR ENTRY OF JUDGMENT FOR WANT OF AN ANSWER, ASSESSMENT  
OF DAMAGES, VERIFICATION OF ADDRESS AND NON-MILITARY SERVICE

TO THE PROTHONOTARY:

Enter judgment for want of an answer for plaintiff and  
against defendants above named only and assess damages certified  
to be calculable as a sum certain from the complaint, as follows:

Principal	\$4,715.46
Interest from 8/31/07	
@5%	\$211.87
Costs (Complaint & Service)	\$141.00
<b>Total:</b>	<b>\$5,068.33</b>

Understanding the false statements made herein are subject to  
penalty under 18 Pa.C.S.A. §4904, Unsworn Falsification to  
Authorities, I verify that:

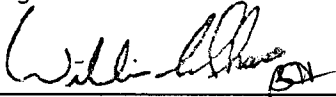
1. The last known addresses of the parties are: Cavalry  
Portfolio Services, LLC as assignee of Cavalry SPV I, LLC as assignee

of Fairlane Credit and that the last known address of defendant, EDWARD CAMBRIA, is 1145 CARRS HL, CLEARFIELD PA 16830-7005 and the last-known address defendant DEBORAH CAMBRIA is RR1 BOX 408, CLEARFIELD PA 16830-9601

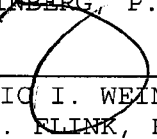
2. The annexed notices of intention to file this praecipe were mailed to all parties, defendants and to their record attorneys, if any, after default occurred, and at least ten days prior to the date of filing of this praecipe.

3. The said defendants are not in the military service of the United States or otherwise within the coverage of the Soldiers and Sailors Civil Relief Act and are over 18 years of age.

AND NOW, this 4<sup>th</sup> day of August, 2008 Judgment is entered in favor of the plaintiff and against defendants by default for want of an answer and damages assessed at the sum of \$5,068.33 as per the above certification.

  
\_\_\_\_\_  
Prothonotary

GORDON & WEINBERG, P.C.

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

2045983

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

Cavalry Portfolio Services, LLC as  
assignee of Cavalry SPV I, LLC as  
assignee of Fairlane Credit

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA  
and  
DEBORAH CAMBRIA

**NOTICE OF INTENTION TO TAKE DEFAULT**

TO/PARA :  
EDWARD CAMBRIA  
1145 CARRS HL  
CLEARFIELD PA 16830-7005

DATE OF NOTICE/FECHA DEL AVISO: May 22, 2008

**IMPORTANT NOTICE**

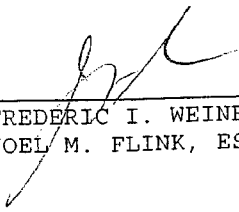
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE, IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

GORDON & WEINBERG, P.C.

BY:   
FREDERIC I. WEINBERG, ESQUIRE  
JOEL M. FLINK, ESQUIRE

2045983

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

Cavalry Portfolio Services, LLC as  
assignee of Cavalry SPV I, LLC as  
assignee of Fairlane Credit

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA

and

DEBORAH CAMBRIA

**NOTICE OF INTENTION TO TAKE DEFAULT**

TO/PARA :

DEBORAH CAMBRIA  
RR 1 BOX 408  
CLEARFIELD PA 16830-9601

DATE OF NOTICE/FECHA DEL AVISO: May 22, 2008

**IMPORTANT NOTICE**

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE, IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

GORDON & WEINBERG, P.C.

BY: 

FREDERIC I. WEINBERG, ESQUIRE  
JOEL M. FLINK, ESQUIRE

2045983

COPY

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

Cavalry Portfolio Services,  
LLC as assignee of Cavalry SPV  
I, LLC as assignee of Fairlane  
Credit

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA  
and  
DEBORAH CAMBRIA

**NOTICE**

Pursuant to Pa.R.Civ.P. 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.

☒ Judgment by Default \$5,068.33  
☐ Money Judgment \$  
☐ Judgment on Award of Arbitrators\$  
☐ Judgment on Verdict\$

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL  
ATTORNEYS: FREDERIC I. WEINBERG OR JOEL M. FLINK, ESQUIRES AT THIS  
TELEPHONE NUMBER: 484/351-0500

 8/4/08



COPY

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

Cavalry Portfolio Services, LLC  
Cavalry SPV I, LLC  
Fairlane Credit  
Plaintiff(s)

Vs.

Edward Cambria  
Deborah Cambria  
Defendant(s)

No.: 2008-00414-CD

Real Debt: \$5,068.33

Atty's Comm: \$

Costs: \$

Int. From: \$

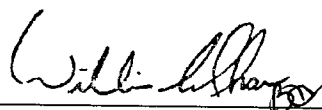
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 4, 2008

Expires: August 4, 2013

Certified from the record this 4th day of August, 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

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

5  
**FILED** Any pd. 20.00  
m 19:23/04  
**DEC 08 2008** 2cc @ Courts  
to Sheriff  
William A. Shaw (M)  
Prothonotary/Clerk of Courts

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

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA  
1145 CARRS HL  
CLEARFIELD PA 16830-7005  
and

DEBORAH CAMBRIA  
RR 1 BOX 408  
CLEARFIELD PA 16830-9601  
and

County National Bank  
1 South Second Street  
Clearfield, PA 16830

**GARNISHEE**

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

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

(1) against

**EDWARD CAMBRIA**

defendant(s) and

(2) against

**County National Bank**

garnishee(s)

(3) AMOUNT DUE	\$5,068.33
INTEREST	
from August 4, 2008	\$67.05
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>

**TOTAL**

**\$5,255.38**

Additional  
Prothonotary costs

115.00  
FREDERIC I. WEINBERG, ESQUIRE  
JOEL M. FLINK, ESQUIRE  
Attorney for Plaintiff

GORDON & WEINBERG, P.C.  
BY: FREDERIC I. WEINBERG, ESQUIRE  
Identification No.: 41360  
JOEL M. FLINK, ESQUIRE  
Identification No.: 41200  
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Cavalry Portfolio Services, LLC as  
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7 Skyline Drive  
Hawthorne, NY 10532

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA  
1145 CARRS HL  
CLEARFIELD PA 16830-7005

and

DEBORAH CAMBRIA  
RR 1 BOX 408  
CLEARFIELD PA 16830-9601

and

County National Bank  
1 South Second Street  
Clearfield, PA 16830

**GARNISHEE**

**WRIT OF EXECUTION**

**NOTICE**

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

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

If you have an exemption, you should do the following promptly: (1) Fill out the attached exemption claim form and demand for a prompt hearing; (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA  
1145 CARRS HL  
CLEARFIELD PA 16830-7005

and

DEBORAH CAMBRIA  
RR 1 BOX 408  
CLEARFIELD PA 16830-9601

and

County National Bank  
1 South Second Street  
Clearfield, PA 16830

**GARNISHEE**

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

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

(1) From my personal property in my possession which has been levied upon,

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

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

---

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

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

---

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

(a) My \$300.00 statutory exemption: [ ] in cash; [ ] in kind  
(specify property)  
\_\_\_\_\_;

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

(c) Other (specify amount and basis of exemption):  
\_\_\_\_\_

I request a prompt Court hearing to determine the exemption.

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

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

DATE: \_\_\_\_\_ Defendant: \_\_\_\_\_

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

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

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

Under paragraph (2) of the writ, if attachment of a named garnishee is  
desired, his name should be set forth in the space provided. Under  
paragraph (3) of the writ, the sheriff may, as under prior practice, add  
as a garnishee any person not named in this writ who may be found in  
possession of property of the defendant. See Rule 3111(a). For  
limitations on the power to attach tangible personal property, see Rule  
3108(a).

(b) Each court shall by local rule designate the officer,  
organization or person to be named in the notice.

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

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

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

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA  
1145 CARRS HL  
CLEARFIELD PA 16830-7005

and

DEBORAH CAMBRIA  
RR 1 BOX 408  
CLEARFIELD PA 16830-9601

and

County National Bank  
1 South Second Street  
Clearfield, PA 16830

**GARNISHEE**


**INTERROGATORIES IN ATTACHMENT**

**TO: County National Bank - GARNISHEE**

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

1. At the time you were served or at any subsequent time did you owe the defendant(s) any money or were you liable to the defendant on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason?
2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.
3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or in part by the defendant or in which defendant held or claimed any interest.

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant(s) had an interest?
5. At any time before or after you were served did the defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and what was the consideration thereof?
6. At any time after you were served did you pay, transfer or deliver any money or property to the defendant(s) or to any person or place pursuant to his(her, their) direction or otherwise discharge any claim of the defendant(s) against you?
7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.
8. If you are a bank or other financial institution, at the time you were served or any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. §8123? If so, identify each account.
9. How much is the value of any property in your possession belonging to the defendant(s)?

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

DATED: 12/2/08



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

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

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA  
1145 CARRS HL  
CLEARFIELD PA 16830-7005  
and

DEBORAH CAMBRIA  
RR 1 BOX 408  
CLEARFIELD PA 16830-9601  
and

County National Bank  
1 South Second Street  
Clefield, PA 16830

**GARNISHEE**

Commonwealth of Pennsylvania )  
County of CLEARFIELD )

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

EDWARD CAMBRIA and DEBORAH CAMBRIA

defendant(s)

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

County National Bank  
1 South Second Street  
Clefield, PA 16830- **GARNISHEE**

(specifically describe property)

and to notify the garnishee(s) that

(a) an attachment has been issued:

(b) **except as provided in paragraph (c)** the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;

(c) **the attachment shall not include funds in an account of the defendant with a bank or other financial institution.**

(i) **in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or**

(ii) **that total \$300.00 or less. If multiple accounts are attached, a total of \$300.00 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42Pa.C.S. §8123.**

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

AMOUNT DUE	\$5,068.33
INTEREST	
from August 4, 2008	\$67.05
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>

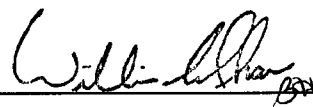
**TOTAL**

**\$5,255.38**

115.00

Additional  
Prothonotary costs

BY:



, Prothonotary

Clerk

DATE:

12/8/08

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

JOEL M. FLINK, ESQUIRE

Identification No.: 41200

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

Cavalry Portfolio Services, LLC  
as assignee of Cavalry SPV I,  
LLC as assignee of Fairlane  
Credit

7 Skyline Drive

Hawthorne, NY 10532

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA

1145 CARRS HL

CLEARFIELD PA 16830-7005

and

DEBORAH CAMBRIA

RR 1 BOX 408

CLEARFIELD PA 16830-9601

and

County National Bank

1 South Second Street

Cleatfield, PA 16830

**GARNISHEE**

**WRIT OF EXECUTION**

(3) AMOUNT DUE	\$5,068.33
INTEREST	
from August 4, 2008	\$67.05
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>

<b>TOTAL</b>	<b>\$5,255.38</b>
	<i>115.00</i>

*Additional  
Prothonotary costs*

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-414-CD

CAVALRY PORTFOLIO SERVICES, LLC as assignee

vs

SERVICE # 1 OF 1

EDWARD CAMBRIA and DEBORAH CAMBRIA

TO: COUNTY NATIONAL BANK, Garnishee

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVE BY: 12/18/2008 <sup>ASAP</sup> HEARING: PAGE: 105028

DEFENDANT: COUNTY NATIONAL BANK, Garnishee

ADDRESS: 1 SOUTH SECOND ST.  
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS 12-11-08

**FILED**  
013:406m  
DEC 10 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, 12-10-08 AT 1140 AM PM **SERVED** THE WITHIN

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

BY HANDING TO Cindy Pierce 1 sear.

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

ADDRESS SERVED 1 S. 2nd st. Clearfield Pa

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **POSTED** THE WITHIN

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

AT (ADDRESS) \_\_\_\_\_

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

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

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: [Signature]

Deputy Signature

S. Hunter

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105028  
NO: 08-414-CD  
SERVICES 1  
WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC as assignee  
vs.  
DEFENDANT: EDWARD CAMBRIA and DEBORAH CAMBRIA  
TO: COUNTY NATIONAL BANK, Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GORDON	066396	10.00
SHERIFF HAWKINS	GORDON	066396	20.00

FILED  
01/31/2009  
DEC 22 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,



Chester A. Hawkins  
Sheriff

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

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

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA  
1145 CARRS HL  
CLEARFIELD PA 16830-7005  
and

DEBORAH CAMBRIA  
RR 1 BOX 408  
CLEARFIELD PA 16830-9601  
and

County National Bank  
1 South Second Street  
Clefield, PA 16830

**GARNISHEE**

Commonwealth of Pennsylvania )  
County of CLEARFIELD )

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

EDWARD CAMBRIA and DEBORAH CAMBRIA

defendant(s)

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

County National Bank  
1 South Second Street  
Clefield, PA 16830- **GARNISHEE**

(specifically describe property)

and to notify the garnishee(s) that

(a) an attachment has been issued:

(b) **except as provided in paragraph (c)** the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;

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(i) **in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or**

(ii) **that total \$300.00 or less. If multiple accounts are attached, a total of \$300.00 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42Pa.C.S. §8123.**

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

AMOUNT DUE	\$5,068.33
INTEREST	
from August 4, 2008	\$67.05
COSTS	

Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>

**TOTAL**

**\$5,255.38**

**115.00 Additional Prothonotary costs**

BY:

William L. Hanger

Clerk

DATE:

12/8/08

Received this writ this 8 day  
of Dec A.D. 2008  
At 3:00 A.M./P.M.

Charles A. Hanger  
Sheriff  
by Marilyn Hanger

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

JOEL M. FLINK, ESQUIRE

Identification No.: 41200

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

Cavalry Portfolio Services, LLC  
as assignee of Cavalry SPV I,  
LLC as assignee of Fairlane  
Credit

7 Skyline Drive

Hawthorne, NY 10532

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA

1145 CARRS HL

CLEARFIELD PA 16830-7005

and

DEBORAH CAMBRIA

RR 1 BOX 408

CLEARFIELD PA 16830-9601

and

County National Bank

1 South Second Street

Cleatfield, PA 16830

**GARNISHEE**

**WRIT OF EXECUTION**

(3) AMOUNT DUE	\$5,068.33
INTEREST	
from August 4, 2008	\$67.05
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>

**TOTAL**

**\$5,255.38**  
**115.00**

*Additional*  
**Prothonotary costs**

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



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

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

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA  
1145 CARRS HL  
CLEARFIELD PA 16830-7005  
and

DEBORAH CAMBRIA  
RR 1 BOX 408  
CLEARFIELD PA 16830-9601  
and

County National Bank  
1 South Second Street  
Clearfield, PA 16830

**GARNISHEE**

Commonwealth of Pennsylvania )  
County of CLEARFIELD )

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

EDWARD CAMBRIA and DEBORAH CAMBRIA

defendant(s)

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

County National Bank  
1 South Second Street  
Clearfield, PA 16830- **GARNISHEE**

(specifically describe property)

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

JOEL M. FLINK, ESQUIRE

Identification No.: 41200

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

Cavalry Portfolio Services, LLC  
as assignee of Cavalry SPV I,  
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7 Skyline Drive

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COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

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EDWARD CAMBRIA

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and

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RR 1 BOX 408

CLEARFIELD PA 16830-9601

and

County National Bank

1 South Second Street

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**GARNISHEE**

**WRIT OF EXECUTION**

(3) AMOUNT DUE	\$5,068.33
INTEREST	
from August 4, 2008	\$67.05
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**TOTAL**

**\$5,255.38**

**115.00**

*Additional*  
**Prothonotary costs**

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

2045983

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

Cavalry Portfolio Services,  
LLC as assignee of Cavalry SPV  
I, LLC as assignee of Fairlane  
Credit

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA  
and  
DEBORAH CAMBRIA  
and  
County National Bank  
Garnishee

5 FILED po \$7.00 Atty  
m/12:00Lm 2cc Atty  
JAN 02 2009 Weinberg  
(LM)

PRAECIPE TO DISSOLVE ATTACHMENT

William A. Shaw  
Prothonotary/Clerk of Courts

TO THE PROTHONOTARY:

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

GORDON & WEINBERG, P.C.

BY: 

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

P011

2045983

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

FILED  
AUG 07 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
Any pd. 20.00  
writs to Sheriff

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

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA  
1145 CARRS HL  
CLEARFIELD PA 16830-7005

and

DEBORAH CAMBRIA  
RR 1 BOX 408  
CLEARFIELD PA 16830-9601

and

Clearfield Bank & Trust Company  
11 N. Second Street - P.O. Box 171  
Clearfield, PA 16830

**GARNISHEE**

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

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

(1) against

**EDWARD CAMBRIA and  
DEBORAH CAMBRIA**

defendant(s) and

(2) against

**Clearfield Bank & Trust Company**  
garnishee(s)

(3) AMOUNT DUE \$5,068.33

INTEREST

from August 4, 2008 \$279.87

COSTS

Prothonotary fee \$20.00

Sheriff fee \$100.00

**TOTAL**

**\$5,468.20**

142.00 Prothonotary costs - Add '1'

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

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

---

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC as assignee of Fairlane Credit 7 Skyline Drive Hawthorne, NY 10532	COURT OF COMMON PLEAS CLEARFIELD COUNTY
--	--

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA  
1145 CARRS HL  
CLEARFIELD PA 16830-7005

and

DEBORAH CAMBRIA  
RR 1 BOX 408  
CLEARFIELD PA 16830-9601

and

Clearfield Bank & Trust Company  
11 N. Second Street - P.O. Box 171  
Clearfield, PA 16830

**GARNISHEE**

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

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

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

If you have an exemption, you should do the following promptly: (1) Fill out the attached exemption claim form and demand for a prompt hearing; (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE

YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO  
ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

GORDON & WEINBERG, P.C.  
BY: FREDERIC I. WEINBERG, ESQUIRE  
Identification No.: 41360  
JOEL M. FLINK, ESQUIRE  
Identification No.: 41200  
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Cavalry Portfolio Services, LLC as  
assignee of Cavalry SPV I, LLC as  
assignee of Fairlane Credit  
7 Skyline Drive  
Hawthorne, NY 10532

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA  
1145 CARRS HL  
CLEARFIELD PA 16830-7005  
and

DEBORAH CAMBRIA  
RR 1 BOX 408  
CLEARFIELD PA 16830-9601  
and

Clearfield Bank & Trust Company  
11 N. Second Street - P.O. Box 171  
Clearfield, PA 16830

**GARNISHEE**

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

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

(1) From my personal property in my possession which has been levied upon,

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

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

---

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

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

---

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

(a) My \$300.00 statutory exemption: [ ] in cash; [ ] in kind  
(specify property) \_\_\_\_\_;

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

(c) Other (specify amount and basis of exemption):  
\_\_\_\_\_

I request a prompt Court hearing to determine the exemption.

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

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

DATE: \_\_\_\_\_ Defendant: \_\_\_\_\_

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

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

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

Under paragraph (2) of the writ, if attachment of a named garnishee is  
desired, his name should be set forth in the space provided. Under  
paragraph (3) of the writ, the sheriff may, as under prior practice, add  
as a garnishee any person not named in this writ who may be found in  
possession of property of the defendant. See Rule 3111(a). For  
limitations on the power to attach tangible personal property, see Rule  
3108(a).

(b) Each court shall by local rule designate the officer,  
organization or person to be named in the notice.

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

**EXHIBIT "A"**



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

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

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA  
1145 CARRS HL  
CLEARFIELD PA 16830-7005

and

DEBORAH CAMBRIA  
RR 1 BOX 408  
CLEARFIELD PA 16830-9601

and

Clearfield Bank & Trust Company  
11 N. Second Street - P.O. Box 171  
Clearfield, PA 16830

**GARNISHEE**

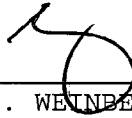
**INTERROGATORIES IN ATTACHMENT**

**TO: Clearfield Bank & Trust Company - GARNISHEE**

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

1. At the time you were served or at any subsequent time did you owe the defendant(s) any money or were you liable to the defendant on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason?
2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.
3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or in part by the defendant or in which defendant held or claimed any interest.

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant(s) had an interest?
5. At any time before or after you were served did the defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and what was the consideration thereof?
6. At any time after you were served did you pay, transfer or deliver any money or property to the defendant(s) or to any person or place pursuant to his(her, their) direction or otherwise discharge any claim of the defendant(s) against you?
7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.
8. If you are a bank or other financial institution, at the time you were served or any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. §8123? If so, identify each account.
9. How much is the value of any property in your possession belonging to the defendant(s)?

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

DATED: 7/30/09

COPY

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

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

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA  
1145 CARRS HL  
CLEARFIELD PA 16830-7005

and

DEBORAH CAMBRIA  
RR 1 BOX 408  
CLEARFIELD PA 16830-9601

and

Clearfield Bank & Trust Company  
11 N. Second Street - P.O. Box  
171  
Clearfield, PA 16830

**GARNISHEE**

Commonwealth of Pennsylvania )  
County of CLEARFIELD )

**WRIT OF EXECUTION - BANK ACCOUNT ONLY**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

EDWARD CAMBRIA and DEBORAH CAMBRIA

defendant(s)

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

Clearfield Bank & Trust Company  
11 N. Second Street - P.O. Box 171  
Clearfield, PA 16830- **GARNISHEE - serve only**

(specifically describe property)

and to notify the garnishee(s) that

(a) an attachment has been issued:

(b) **except as provided in paragraph (c)** the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;

(c) **the attachment shall not include funds in an account of the defendant with a bank or other financial institution.**

(i) **in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or**

(ii) **that total \$300.00 or less. If multiple accounts are attached, a total of \$300.00 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42Pa.C.S. §8123.**

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

AMOUNT DUE	\$5,068.33
INTEREST	
from August 4, 2008	\$279.87
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>

**TOTAL** \$5,468.20

142.00 Prothonotary costs - Add'l

BY: William L. Hays, Jr., Prothonotary  
Clerk

DATE: 8/7/09

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

JOEL M. FLINK, ESQUIRE

Identification No.: 41200

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

Cavalry Portfolio Services, LLC  
as assignee of Cavalry SPV I,  
LLC as assignee of Fairlane  
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7 Skyline Drive

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COURT OF COMMON PLEAS

CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA

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CLEARFIELD PA 16830-7005

and

DEBORAH CAMBRIA

RR 1 BOX 408

CLEARFIELD PA 16830-9601

and

Clearfield Bank & Trust Company

11 N. Second Street - P.O. Box

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Clearfield, PA 16830

**GARNISHEE**

**WRIT OF EXECUTION**

(3) AMOUNT DUE	\$5,068.33
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Sheriff fee	<u>\$100.00</u>

**TOTAL** **\$5,468.20**

**142.00 Prothonotary costs-Add'l**

FREDERIC I. WEINBERG, ESQUIRE &

JOEL M. FLINK, ESQUIRE

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-414-CD

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

vs

SERVICE # 1 OF 3

EDWARD CAMBRIA and DEBORAH CAMBRIA

TO: CLEARFIELD BANK & TRUST COMPANY, GARNISHEE

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVE BY: 11/04/2009 ASAP HEARING: PAGE: 106028

DEFENDANT: CLEARFIELD BANK & TRUST COMPANY, Garnishee

ADDRESS: 11 N. SECOND ST., PO BOX 171

CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

by **FILED**  
0 3:20 p.m. 62  
AUG 12 2009

William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, 8-12-09 AT 1:49 AM ☒ PM SERVED THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON CLEARFIELD BANK & TRUST COMPANY, Garnishee, DEFENDANT

BY HANDING TO Ron Snyers, P.I.C.

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

ADDRESS SERVED 11 N. Second St. P.O. Box 171  
Clearfield, Pa. 16830

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE FOR CLEARFIELD BANK & TRUST COMPANY, Garnishee

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF NOT FOUND AS TO CLEARFIELD BANK & TRUST COMPANY, Garnishee

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis  
Deputy Signature  
James E. Davis

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DKT PG.106028

CAVALRY PORTFOLIO SERVICES, LLC as assignee

NO. 08-414-CD

-vs-

EDWARD CAMBRIA & DEBORAH CAMBRIA

TO: Clearfield Bank & Trust Company, Garnishee

WRIT OF EXECUTION, INTERROGATORIES  
TO GARNISHEE

FILED

AUG 14 2009

0/3:20/2009

William A. Shaw

Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW AUGUST 13, 2009 MAILED THE WITHIN, WRIT OF EXECUTION, PRAECIPE, NOTICE OF WRIT, CLAIM FOR EXEMPTION, INTERROGATORIES TO EDWARD CAMBRIA, DEFENDANT AT 1145 CARRS HL, CLEARFIELD, PA. 16830-7005 IN THE S.A.S.E.

NOW AUGUST 13, 2009 MAILED THE WITHIN, WRIT OF EXECUTION, PRAECIPE, NOTICE OF WRIT, CLAIM FOR EXEMPTION, INTERROGATORIES TO DEBORAH CAMBRIA, DEFENDANT AT RR#1 BOX 408, CLEARFIELD, PA. 16830-9601 IN THE S.A.S.E.

SHFF. HAWKINS: \$35.50  
SHFF. SURCHARGE: \$30.00  
PAID BY: Atty.

So Answers,

*Chester A. Hawkins*  
*My Maudy Honor*

CHESTER A. HAWKINS  
SHERIFF

SWORN TO BEFORE ME THIS  
\_\_\_\_ DAY OF \_\_\_\_\_ 2009

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

JOEL M. FLINK, ESQUIRE

Identification No.: 41200

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

Cavalry Portfolio Services, LLC  
as assignee of Cavalry SPV I,  
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7 Skyline Drive

Hawthorne, NY 10532

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA

1145 CARRS HL

CLEARFIELD PA 16830-7005

and

DEBORAH CAMBRIA

RR 1 BOX 408

CLEARFIELD PA 16830-9601

and

Clearfield Bank & Trust Company

11 N. Second Street - P.O. Box

171

Clearfield, PA 16830

**GARNISHEE**

Commonwealth of Pennsylvania )

County of CLEARFIELD )

**WRIT OF EXECUTION - BANK ACCOUNT ONLY**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

EDWARD CAMBRIA and DEBORAH CAMBRIA

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Clearfield Bank & Trust Company

11 N. Second Street - P.O. Box 171

Clearfield, PA 16830- **GARNISHEE - serve only**

(specifically describe property)



and to notify the garnishee(s) that

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(b) **except as provided in paragraph (c)** the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;

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(i) **in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or**

(ii) **that total \$300.00 or less. If multiple accounts are attached, a total of \$300.00 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42Pa.C.S. §8123.**

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

AMOUNT DUE	\$5,068.33
INTEREST	
from August 4, 2008	\$279.87
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>
<b>TOTAL</b>	<b>\$5,468.20</b>

142.00 Prothonotary costs - Add'l

BY: William L. Hargis, Prothonotary  
Clerk

DATE: 8/7/09

Received this writ this 7 day  
of August A.D. 2009  
At 11:00 A.M. (P.M.)

Christopher A. Humber  
Sheriff  
by Mary H. Humber

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

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

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

EDWARD CAMBRIA  
1145 CARRS HL  
CLEARFIELD PA 16830-7005  
and  
DEBORAH CAMBRIA  
RR 1 BOX 408  
CLEARFIELD PA 16830-9601  
and  
Clearfield Bank & Trust Company  
11 N. Second Street - P.O. Box  
171  
Clearfield, PA 16830

**GARNISHEE**

WRIT OF EXECUTION

(3) AMOUNT DUE	\$5,068.33
INTEREST	
from August 4, 2008	\$279.87
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>

<b>TOTAL</b>	<b>\$5,468.20</b>
	<b>142.00</b>

Prothonotary costs - Add 1

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

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA**

CAVALRY PORTFOLIO SERVICES, LLS as  
Assignee of Cavalry SPV I, LLC as  
Assignee of Fairlane Credit  
(Plaintiff)

**FILED** 2CC  
9/3:36am CIL BT  
OCT 06 2009 (CL)

William A. Shaw  
Prothonotary/Clerk of Courts

CIVIL ACTION

GORDON & WINEBERG, PC  
1001 E. Hector St., Suite 220  
Conshohocken, PA 19428  
(Attorney for Plaintiff)

Case No. 2008-414-CD  
TypeCase: CIVIL

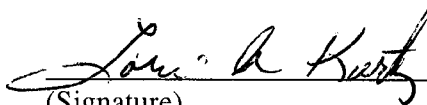
Type of Pleading: Answers to  
Interrogatories

VS.

Filed on Behalf of:  
Clearfield Bank & Trust Company  
(Garnishee)

EDWARD CAMBRIA  
1145 Carrs Hill  
Clearfield, PA 16830  
AND  
DEBORAH CAMBRIA  
RR 1 Box 408  
Clearfield, PA 16830

Filed by)  
Lori A. Kurtz  
Asst. Vice President & Special Assets Mgr.  
11 N. 2<sup>nd</sup> St., P.O. Box 171  
Clearfield, PA 16830  
(Address)  
814-765-7551 or 814-762-8825  
(Phone)

  
(Signature)

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

CAVALRY PORTFOLIO SERVICES, LLC as :  
assignee of Cavalry SPV I, LLC as :  
assignee of Fairlane Credit :  
PLAINTIFF :  
VS :

EDWARD CAMBRIA :  
DEBORAH CAMBRIA :  
DEFENDANT :  
AND :

Case No: 2008-414-CD

CLEARFIELD BANK & TRUST COMPANY :  
GARNISHEE(s) :

To: The Prothonotary of Clearfield County

The Clearfield Bank & Trust Company, Garnishee, files answers to plaintiff's interrogatories as follows:

The answer to the Plaintiff's interrogatories #1 is No.

The answer to the Plaintiff's interrogatories #2 is No.

The answer to the Plaintiff's interrogatories #3 is No.

The answer to Plaintiff's interrogatories #4 is No.

The answer to the Plaintiff's interrogatories #5 is No.

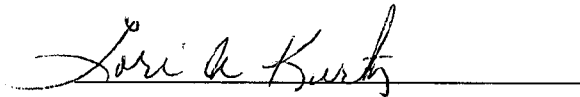
The answer to the Plaintiff's interrogatories #6 is No.

The answer to the Plaintiff's interrogatories #7 is No.

The answer to the Plaintiff's interrogatories #8 is No.

The answer to the Plaintiff's interrogatories #9 is N/A.

Date September 30, 2009



Lori A. Kurtz  
Asst. Vice President &  
Special Assets Manager  
Clearfield Bank & Trust Company

2045983

FILED  
OCT 16 2009  
11:00  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 Unit to App

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

Cavalry Portfolio Services,  
LLC as assignee of Cavalry SPV  
I, LLC as assignee of Fairlane  
Credit

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-414-CD

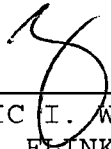
EDWARD CAMBRIA  
and  
DEBORAH CAMBRIA  
and  
Clearfield Bank & Trust  
Company  
Garnishee

PRAECIPE TO DISSOLVE ATTACHMENT

TO THE PROTHONOTARY:

Kindly dissolve the attachment of the defendant's bank  
account with Clearfield Bank & Trust Company, as Garnishee in the  
above entitled matter.

GORDON & WEINBERG, P.C.

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

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