

08-414-CD
Cavalry Portfolio vs Edward Cambria et al

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

pd \$95.00 Atty
FILED ICC Atty
3/12/00 am acc Shff
MAR 10 2000
(JM)

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

Dated 04-28-00

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including downpayment of \$ 1000.00.
17.93 %	\$ 7078.40	\$ 13361.00	\$ 20639.40	\$ 21639.40

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
60	\$ 243.93	Monthly, beginning 05/28/00

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.

Filing Fees: \$ 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.

In this Contract
we are the SELLER: FULLINGTON BUICK-OLDS-CAD-GMC, INC.
P.O. Box 211 Rte 879 I-1-80 Clearfield PA 16830Name _____ Address _____ Zip Code _____
You are the BUYER(S): EDWARD M CAMBRIA JR DEBORAH A CAMBRIA
P.O. Box 498 Clearfield PA 16830 Name(s) _____ Address(s) _____ 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	Signature of Buyer to be Insured for Single Credit Life Insurance	Signature of Buyer to be Insured for Single Credit Accident & Health Insurance
By signing, you select Single Credit Life Insurance, which costs \$ 100.00. _____	By signing, you select Single Credit Accident & Health Insurance, which costs \$ N/A _____	What is your age? _____	What is your age? _____
By signing, you both select Joint Credit Life Insurance, which costs \$ N/A _____	By signing, you both select Joint Credit Accident & Health Insurance, which costs \$ N/A _____	What is your age? _____	Percentage of your age to be insured _____
1. _____	1. _____	1. _____	1. _____
2. _____	2. _____	2. _____	2. _____
Signatures of both Buyers to be Insured for Joint Credit Life Insurance			

Insurer:

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.

H/L Year Make Series Body Style No. Cyl. Gross Ibs Capacity Serial Number
USED 1999 CHEVROLET MALIBU SEDAN 6 1G1ND52T2X6159485
Equipment: A/C P/S AM/FM Stereo 5 Spd. Other _____
with: A/C P/W AM/FM Tape Vinyl Top

ASSIGNEE: 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 this 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.

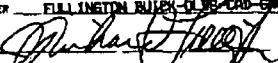
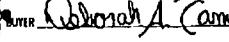
CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Signer(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" 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 assigning 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 pay us the first payment on or before the same day of each month as the first payment due date. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorney fees of Seller or Assignee, hire an attorney to collect amounts due under this Contract, to protect or get possession of the Vehicle. You agree to make payments at the place or in send payments to the address which the Assignee most recently specifies at the written 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.

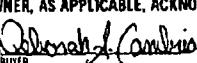
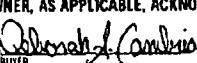
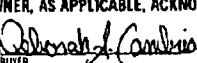
By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

SELLER: FULLINGTON BUICK-OLDS-CAD-GMC, INC.
By:  Date: 04-28-00
BUYER: Deborah A. Cambria
By:  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-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: _____ Address: _____ Date: _____
BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT
AT THE TIME OF SIGNING:   

CO-SIGNER'S SIGNATURE: _____ Address: _____ Date: _____
NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

CO-OWNER'S SIGNATURE: _____ Address: _____ Date: _____
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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

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

So Answers,

____ Day of _____ 2008


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 Atty pd: \$20.00

M 10:41a/01 ICC Notice
AUG 04 2008 to Defs.

William A. Shaw
Prothonotary/Clerk of Courts
ICC Statement
to Atty
GIO

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
 Total:	 \$5,068.33

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

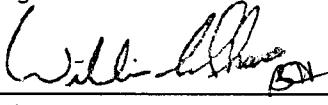
1. The last known addresses of the parties are: Cavalry
Portfolio Services, LLC as assignee of Cavalry SPV I, LLC as assignee

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.

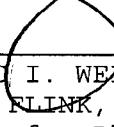
3. The said defendants are not in the military service of the United States or otherwise within the coverage of the Soldiers and Sailors Civil Relief Act and are over 18 years of age.

AND NOW, this 4th 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

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
 Conshhocken, 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. Meholic, 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

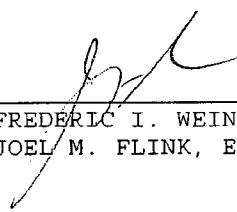
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU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

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David S. Meholic, 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.

/X/ 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

W.I. Flink 814108

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

COPY

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

No.: 2008-00414-CD

Real Debt: \$5,068.33

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Edward Cambria
Deborah Cambria
Defendant(s)

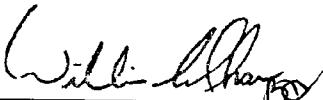
Entry: \$20.00

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 Atty pd. 20.00
m 19 23/2008
DEC 08 2008 2CC@Leworts
William A. Shaw (M) to Sheriff
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
Clelfield, 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 \$100.00

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
1001 E. Hector Street, Ste 220
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484/351-0500

Cavalry Portfolio Services, LLC as
assignee of Cavalry SPV I, LLC as
assignee of 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
Clelfield, 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. Meholic, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

GORDON & WEINBERG, P.C.
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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
County National Bank
1 South Second Street
Clelfield, 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
Clefield, 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 my 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)?

6
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
Cleafield, 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
Cleafield, 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.**

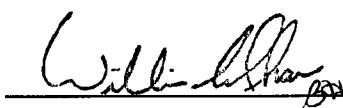
(i) **in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or**

(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 <i>Additional Prothonotary costs</i>

BY:



Clerk

DATE:

1218108

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
Cleafield, 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

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

EDWARD CAMBRIA and DEBORAH CAMBRIA
TO: COUNTY NATIONAL BANK, Garnishee

SERVICE # 1 OF 1

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVE BY: 12/18/2008 ASAP

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

5
FILED
03:40pm
DEC 10 2008
VM

William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS 12-10-08

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 Secr.

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: Deputy S. Hunter

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
03/12/09
DEC 22 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



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;

(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
	Additional 115.00 Prothonotary costs

BY: Willie Chango

Clerk

DATE: 12/18/08

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

Chuter A. Hawkins
Sheriff By Marilyn Henn

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
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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
Clefield, 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

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
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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)

GORDON & WEINBERG, P.C.
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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

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

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

S **FILED** pd \$7.00 Atty
m/12:00pm 2009 2cc Atty
JAN 02 2009 Weinberg

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

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** Atty pd.
 07/11/2008 20.00
 AUG 07 2008
 2CC & L
 William A. Shaw Writs to
 Prothonotary/Clerk of Courts
 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	<u>\$100.00</u>
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
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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
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. Meholic, 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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1001 E. Hector Street, Ste 220
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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
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 my 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)?

15
FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

DATED: 7/20/89

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
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COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

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1145 CARRS HL
CLEARFIELD PA 16830-7005
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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: Willie Hagan, 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
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COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

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CLEARFIELD PA 16830-7005
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CLEARFIELD PA 16830-9601
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Clearfield, PA 16830
GARNISHEE

WRIT OF EXECUTION

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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
EDWARD CAMBRIA and DEBORAH CAMBRIA

SERVICE # 1 OF 3

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

b FILED
03/20 P.M. 6C
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

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DKT PG.106028

CAVALRY PORTFOLIO SEVICES, LLC as assignee

-vs-

EDWARD CAMBRIA & DEBORAH CAMBRIA

TO: Clearfield Bank & Trust Company, Garnishee

NO. 08-414-CD

WRIT OF EXECUTION, INTERROGATORIES
TO GARNISHEE

g FILED

AUG 14 2009

0/3/2014 10:00 AM

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
by Marley Harris

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,
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 Addy

BY: Willie Shango, Prothonotary
Clerk

DATE: 8/7/09

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

Chesler A. Hanley
Sheriff by Marlyn Hanley

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

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and
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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>
 TOTAL	\$5,468.20
	142.00

**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*
9/3/36 am CCL BKT
OCT 06 2009 *(6)*

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

Type Case: CIVIL

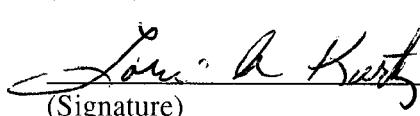
Type of Pleading: Answers to
Interrogatories

VS.

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

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

Filed by)
Lori A. Kurtz
Asst. Vice President & Special Assets Mgr.
11 N. 2nd 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	:	Case No: 2008-414-CD
DEBORAH CAMBRIA	:	
	DEFENDANT	:
AND	:	
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

FILED

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

OCT 16 2009
 11/11/09
 William A. Shaw
 Prothonotary/Clerk of Courts
 1 year to file

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