

2043574

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 1cc Atty
MAY 27 2008 1cc Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
Atty fee \$95.00

Cavalry Portfolio Services,
LLC as assignee of Cavalry SPV
I, LLC as assignee of Hilco
Receivables, LLC as assignee
of BANK OF AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-979-CD

LARRY SHAW JR
476 E 8TH ST
CLEARFIELD PA 16830-2802

FEB 17 2009 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
a. l. l.
Deputy Prothonotary

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

January 25, 2010 Document acc
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

COMPLAINT IN CIVIL-ACTION

1. Plaintiff is a debt buyer and successor in interest to the original creditor as set forth in the caption of this Complaint.

2. At all times relevant hereto, the defendant(s) was the holder of a credit card, which at the request of the defendant(s) was issued to the defendant(s) by the plaintiff under the terms of which the plaintiff agreed to extend to defendant(s) the use of plaintiff's credit facilities.

3. Defendant(s) accepted and used the aforesaid credit card so issued and by so doing agreed to perform the terms and conditions prescribed by the plaintiff for the use of said credit card.

4. The defendant(s) received and accepted goods and merchandise and/or accepted services or cash advances through the use of the credit card issued by the Plaintiff. A true and correct copy of the Statement of Account is attached hereto as Exhibit "A".

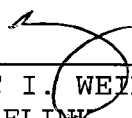
5. All the credits to which the defendant(s) is entitled have been applied and there remains a balance due in the amount of \$5,666.68.

6. Plaintiff has made demand upon the defendant(s) for payment of the balance due of \$5,666.68 but the defendant(s) has failed and refused and still refuses to pay the same or any part thereof.

7. Defendant's last payment on account was made on 11/15/2005.

WHEREFORE, plaintiff claims of the defendant(s) the sum of \$5,666.68 plus applicable costs, interest and attorney's fees.

GORDON & WEINBERG, P.C.

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

P01A.DB

VERIFICATION

FREDERIC I. WEINBERG, ESQUIRE, hereby states that he is the attorney for the Plaintiff(s) 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-979-CD

CAVALRY PORTFOLIO SERVICES, LLC as assignee
vs
LARRY SHAW JR.

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 06/26/2008 HEARING: PAGE: 104215

DEFENDANT: LARRY SHAW JR.
ADDRESS: 476 E. 8TH ST.
CLEARFIELD, PA 16830
ALTERNATE ADDRESS

FILED
013:32 BT
JUL 03 2008
William A. Shaw
Prothonotary/Clerk of Courts

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

6/10/08 N/HLP
6/25/08 N/H.

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT ON LARRY SHAW JR., DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR LARRY SHAW JR.

AT (ADDRESS) _____

NOW 7/3/08 AT 1022 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO LARRY SHAW JR.

REASON UNABLE TO LOCATE paper expired

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

2043574

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

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

MAY 27 2008

Attest.

William A. Allen
Prothonotary/
Clerk of Courts

Cavalry Portfolio Services,
LLC as assignee of Cavalry SPV
I, LLC as assignee of Hilco
Receivables, LLC as assignee
of BANK OF AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-979-CD

LARRY SHAW JR
476 E 8TH ST
CLEARFIELD PA 16830-2802

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

COMPLAINT IN CIVIL-ACTION

1. Plaintiff is a debt buyer and successor in interest to the original creditor as set forth in the caption of this Complaint.

2. At all times relevant hereto, the defendant(s) was the holder of a credit card, which at the request of the defendant(s) was issued to the defendant(s) by the plaintiff under the terms of which the plaintiff agreed to extend to defendant(s) the use of plaintiff's credit facilities.

3. Defendant(s) accepted and used the aforesaid credit card so issued and by so doing agreed to perform the terms and conditions prescribed by the plaintiff for the use of said credit card.

4. The defendant(s) received and accepted goods and merchandise and/or accepted services or cash advances through the use of the credit card issued by the Plaintiff. A true and correct copy of the Statement of Account is attached hereto as Exhibit "A".

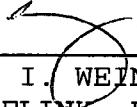
5. All the credits to which the defendant(s) is entitled have been applied and there remains a balance due in the amount of \$5,666.68.

6. Plaintiff has made demand upon the defendant(s) for payment of the balance due of \$5,666.68 but the defendant(s) has failed and refused and still refuses to pay the same or any part thereof.

7. Defendant's last payment on account was made on 11/15/2005.

WHEREFORE, plaintiff claims of the defendant(s) the sum of \$5,666.68 plus applicable costs, interest and attorney's fees.

GORDON & WEINBERG, P.C.

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

P01A.DB

VERIFICATION

FREDERIC I. WEINBERG, ESQUIRE, hereby states that he is the attorney for the Plaintiff(s) 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



CARDHOLDER AGREEMENT

SECTION 1: INTRODUCTORY PROVISIONS

- 1.1 Cardholder and Merchant Agreement. This Agreement governs the use of your Card and the services provided by Bank of America.
1.2 Definitions. The following terms shall have the meanings indicated in this Section.
1.3.1 'Card' means a Bank of America credit card issued on your Account.

SECTION 2: USE OF YOUR ACCOUNT

- 2.1 Types of Transactions. You may use your Account for the following types of transactions:
2.1.1 Cash Advances. You may obtain cash advances on your Card.
2.1.2 Payments. You may make payments on your Card.
2.1.3 Transfers. You may transfer funds from your Account to another Account.

2.1.4 Payment by Phone. Personal Identification Number (PIN) is required for all transactions. Payment by phone transaction will be subject to verification.
2.1.5 Authorization. All transactions must be authorized by the Cardholder.
2.1.6 Liability. The Cardholder is liable for all transactions made with the Card.

SECTION 3: RESPONSIBILITIES

- 3.1 Cardholder's Responsibilities. The Cardholder is responsible for the safekeeping of the Card and for all transactions made with the Card.
3.2 Merchant's Responsibilities. The Merchant is responsible for providing goods and services to the Cardholder.

SECTION 4: DISPUTE RESOLUTION

- 4.1 Dispute Resolution Process. In the event of a dispute, the Cardholder and Merchant shall attempt to resolve the dispute through negotiation.
4.2 Arbitration. If the dispute cannot be resolved through negotiation, the parties shall submit the dispute to arbitration.

SECTION 5: MISCELLANEOUS

- 5.1 Entire Agreement. This Cardholder Agreement constitutes the entire agreement between the Cardholder and Bank of America.
5.2 Assignment. The Cardholder shall not assign this Agreement to any third party.
5.3 Severability. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in effect.

2.1.6 Payment by Phone. Personal Identification Number (PIN) is required for all transactions. Payment by phone transaction will be subject to verification.
2.1.7 Authorization. All transactions must be authorized by the Cardholder.
2.1.8 Liability. The Cardholder is liable for all transactions made with the Card.

SECTION 6: ADDITIONAL PROVISIONS

- 6.1 Cardholder's Responsibilities. The Cardholder is responsible for the safekeeping of the Card and for all transactions made with the Card.
6.2 Merchant's Responsibilities. The Merchant is responsible for providing goods and services to the Cardholder.
6.3 Dispute Resolution. In the event of a dispute, the Cardholder and Merchant shall attempt to resolve the dispute through negotiation.

SECTION 7: MISCELLANEOUS

- 7.1 Entire Agreement. This Cardholder Agreement constitutes the entire agreement between the Cardholder and Bank of America.
7.2 Assignment. The Cardholder shall not assign this Agreement to any third party.
7.3 Severability. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in effect.

2.1.9 Payment by Phone. Personal Identification Number (PIN) is required for all transactions. Payment by phone transaction will be subject to verification.
2.1.10 Authorization. All transactions must be authorized by the Cardholder.
2.1.11 Liability. The Cardholder is liable for all transactions made with the Card.

SECTION 8: ADDITIONAL PROVISIONS

- 8.1 Cardholder's Responsibilities. The Cardholder is responsible for the safekeeping of the Card and for all transactions made with the Card.
8.2 Merchant's Responsibilities. The Merchant is responsible for providing goods and services to the Cardholder.
8.3 Dispute Resolution. In the event of a dispute, the Cardholder and Merchant shall attempt to resolve the dispute through negotiation.

SECTION 9: MISCELLANEOUS

- 9.1 Entire Agreement. This Cardholder Agreement constitutes the entire agreement between the Cardholder and Bank of America.
9.2 Assignment. The Cardholder shall not assign this Agreement to any third party.
9.3 Severability. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in effect.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104215
NO: 08-979-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC as assignee
vs.
DEFENDANT: LARRY SHAW JR.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GORDON	044201	10.00
SHERIFF HAWKINS	GORDON	044201	18.00

FILED
012:55/84
OCT 03 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

2043574

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

FEB 17 2009

William A. Shaw
Prothonotary/Clerk of Courts
CENT W/REINSTATE
COMPLAINT to
ATTY & SHAW

Cavalry Portfolio Services,
LLC as assignee of Cavalry SPV
I, LLC as assignee of Hilco
Receivables, LLC as assignee
of BANK OF AMERICA

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-979-CD

LARRY SHAW JR
476 E 8TH ST
CLEARFIELD PA 16830-2802

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Plaintiffs' Complaint in Civil Action
in the above-captioned matter for an additional thirty (30) days.

GORDON & WEINBERG, P.C.

BY: 

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

2043574

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MAY 27 2008

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

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5. All the credits to which the defendant(s) is entitled have been applied and there remains a balance due in the amount of \$5,666.68.

6. Plaintiff has made demand upon the defendant(s) for payment of the balance due of \$5,666.68 but the defendant(s) has failed and refused and still refuses to pay the same or any part thereof.

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WHEREFORE, plaintiff claims of the defendant(s) the sum of \$5,666.68 plus applicable costs, interest and attorney's fees.

GORDON & WEINBERG, P.C.

BY: _____

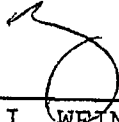
FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

P01A.DB

VERIFICATION

FREDERIC I. WEINBERG, ESQUIRE, hereby states that he is the attorney for the Plaintiff(s) 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.

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FREDERIC I. WEINBERG, ESQUIRE



INTERVIEW QUESTIONS

Section 9: ATTACHMENTARY PROVISIONS

• **Liabilities and Effectiveness of Agreement.** The Agreement gives you credit card account ("Account") with us, issuance of the document, an additional "Additional Documents" and other documents that we may refer to as part of the Agreement. The Agreement becomes effective and you agree to its terms by obtaining your Account or by not closing your Account within 3 days of receipt of this Agreement.

[illegible]

- 1.2.16 "Arr" means Arrive Percentage Rate.
- 1.2.17 "Billing Cycle" means a period of about one month ending on a billing date.
- 1.2.18 "Card" means a Bank of America credit card issued on your Account.
- 1.2.19 "Check" means a check drawn on your Account.
- 1.2.20 "Miles" means the number of performance miles added to the balance.

1.2.6 "Business" means MasterCard International, Inc.
1.2.7 "Business" means an Account billing statement.
1.2.8 "Unauthorized Charge" means a transaction made on a payment other than any one of your, or those not here named, typed, or stamped entries to make such transaction, and from which none of you, or any person, receives any benefit.

1.2.16 "Business Day" means Monday through Friday, excluding Federal holidays.

[illegible]

2.1.2. Balance Transfers. Transfer balances to your Account from other credit cards. A transfer takes from your Account to your Bank's credit card. Any personal checking account to credit protection ("Credit Protection").

[illegible]

7. **Use of Personal Information:** The information you provide will be used to provide you with the services and products you have requested. We may also use your information for marketing purposes, such as to inform you of new products or services that we offer. You may opt out of receiving such communications at any time by clicking on the "unsubscribe" link in any email we send you.

Personal information will not occur unless you indicate the respondent through the blank, unnumbered responses left or given with a blank customer service representative. You agree that the security procedures adopted by the Bank to protect and make your card safe is a Proposed by Person Information, although not in writing, is reasonable, and agree to be bound by them as if you had signed

ALTERNATIVE ELECTRIC COSTS

Only Use in Case of Errors or Questions About Your Bill
If you think your bill is wrong, if you need more information about a transaction or if you have a question about the bill, call the Billing Department at 1-800-455-4555. We'll help you with it as quickly as possible. We must have your account number and the bill number to help you. We'll be glad to help you with the error or problem. We can't refund you for a bill that is correct.

your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the steps you are taking to deal.

Our Nights and Our Responsibilities After We Receive Your Written Notice

[illegible][illegible][illegible]

Proven Results for Croch' Good Products

[illegible]

in MasterCard receives the remainder. The U.S. dollar amount with the "nets" shown in your statement for each foreign currency transaction includes only 1% of the equivalent factor received by Visa or MasterCard. The remainder 2% is added to the MasterCard account.

7.18. Telephone Numbering. We may issue to our member companies calls to be made to other member companies for the purpose of marketing and improving the quality of services provided.

the present day is the fact that the law is not a mere set of rules, but a living organism, which grows and changes with the needs of the community. The law is not a static body of rules, but a dynamic system, which adapts itself to the changing circumstances of life. The law is not a mere collection of rules, but a living organism, which grows and changes with the needs of the community. The law is not a static body of rules, but a dynamic system, which adapts itself to the changing circumstances of life.

in the November 1988. This advertisement is governed by APPLICABLE FEDERAL, STATE AND LOCAL LAWS, AND SUCH PRODUCTS WILL REMAIN IN THE MARKET AS LONG AS THEY COMPLY WITH SUCH LAWS.

[illegible][illegible][illegible]

any further proceedings may be and expenses paid by one party on behalf of the other. The arbitrator's award shall be final and binding on the parties, and shall be enforceable in any court of competent jurisdiction. The arbitrator shall have the authority to award costs and expenses, including reasonable attorney's fees, to the prevailing party. The arbitrator shall have the authority to grant injunctive relief and to award punitive damages. The arbitrator shall have the authority to award interest on any award. The arbitrator shall have the authority to award any other relief that may be warranted by the facts and circumstances of the case. The arbitrator shall have the authority to award any other relief that may be warranted by the facts and circumstances of the case. The arbitrator shall have the authority to award any other relief that may be warranted by the facts and circumstances of the case.

NOT BE REPRESENTED BY A FOREIGN COUNCIL OR TO PARTICIPATE IN A FOREIGN COUNCIL, OR TO PARTICIPATE AS A COUNCIL, EXCEPT AS OTHERWISE PROVIDED ABOVE. ALL CLAIMS MUST BE RESOLVED THROUGH THE DISPUTE RESOLUTION PROCESS OF THE INTERNATIONAL FEDERATION OF THE MOTOR VEHICLE INDUSTRY.

7.2.3.1.5 Effective Date of Payment. Payment will occur on the date you re-registered.

Complete Agreement, and your complete satisfaction at any time is a key to your success. We will make every effort to ensure that you are completely satisfied with the products and services we provide. If you are not completely satisfied, we will make every effort to correct the situation. If you are not completely satisfied, we will make every effort to correct the situation. If you are not completely satisfied, we will make every effort to correct the situation.

7.4.11. The restrictions with Merchants

5.11.2 *Reservations.* When you open an Account to make hotel or lodging reservations, obtain the merchant's cancellation policy and inform it if you cannot. If you cancel, obtain the merchant's cancellation number that is required to effect a refund.

Information enables you to provide us with the information we need to help you.

7.1.2.2. Supporting Transactions. If you authorize a member to charge your Account for rapid transactions and your Card, you must notify the member when you wish to discontinue the rapid transactions or if your Account is closed or a new Account number is issued by us.

You will provide information as assistance as reasonably request. Otherwise, you will pay for any mailing but we have others we are provided by approval for handling you safe for our best.

your decision, it is up to you. If you are in doubt, we may close your Account without notice. And you will not be able to use your Apple products. In the event you are contacted by law, you are advised, you will pay our collection costs. Our lawyers have obtained orders to demand that you are empowered by law, to sue on our behalf and all other expenses of enforcing our rights under this Agreement.

By opening your Account, you may close your Account by routing us a copy of your Account or request your credit privileges at any time without penalty for reason except as required by law. We will stop using your Account and stop all Cards and Checks on your Account. All Limits, terms and American Express liability will apply to all balances and transactions prior on the Account until it is closed. If you are unable to successfully close the Account, we may receive a response from any third party to request another credit limit from

Account, we may have to reduce the deposit below your credit.

[illegible]

If you have in the past indicated that you wish to be contacted, we will contact you by mail or telephone. If you have indicated that you do not wish to be contacted, we will not contact you by mail or telephone. If you have indicated that you do not wish to be contacted, we will not contact you by mail or telephone. If you have indicated that you do not wish to be contacted, we will not contact you by mail or telephone.

These two accounts of the corporation will be determined using the adjusted cost basis of the corporation's assets as determined on the liquidation date of the corporation. The corporation rate will be determined using the adjusted cost basis of the corporation's assets as determined on the liquidation date of the corporation. The corporation rate will be determined using the adjusted cost basis of the corporation's assets as determined on the liquidation date of the corporation.

Date: 5/27/2008
Time: 02:31 PM

Clearfield County Court of Common Pleas
Receipt

NO. 1924232
Page 1 of 1

Received of: Weinberg, Frederic I. (attorney for Cava \$ 95.00

Ninety-Five and 00/100 Dollars

Case: 2008-00979-CD	Plaintiff: Cavalry Portfolio Services, LL	Amount
Civil Complaint		95.00
Total:		95.00

Check: 054781

Payment Method: Check
Amount Tendered:
Change Returned:
Clerk: BHUDSON

95.00
0.00

William A. Shaw, Prothonotary/Clerk of Cou
By: _____
Deputy Clerk

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-979-CD

CAVALRY PORTFOLIO SERVICES, LLC as assignee
vs
LARRY SHAW, JR.

SERVICE # 1 OF 1

PRAECIPE & COMPLAINT

SERVE BY: 03/19/2009 HEARING: PAGE: 105273

DEFENDANT: LARRY SHAW, JR.
ADDRESS: 476 E. 8TH. ST.
CLEARFIELD, PA 16830-2802
ALTERNATE ADDRESS

12/26/09
TRY
Phone-765-8704
attempted N/A

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

2-19-09

2-24-09 N/A

3-2-09 N/A

2-23-09 N/A

2-27-09 N/A

3-3-09 N/A

3 attempts + 3 attempts

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

PRAECIPE & COMPLAINT ON LARRY SHAW, JR., DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

FILED

PRAECIPE & COMPLAINT FOR LARRY SHAW, JR.

AT (ADDRESS) _____

William A. Shaw

Prothonotary/Clerk of Courts

NOW 3-23-09 AT 8³⁰ (A) / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO LARRY SHAW, JR.

REASON UNABLE TO LOCATE NOT FOUND

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Deputy S. Hunter

Deputy Signature

S. Hunter

Print Deputy Name

2043574

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

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

FEB 17 2009

Attest.

William E. B.
Prothonotary/
Clerk of Courts

Cavalry Portfolio Services,
LLC as assignee of Cavalry SPV
I, LLC as assignee of Hilco
Receivables, LLC as assignee
of BANK OF AMERICA

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-979-CD

LARRY SHAW JR

476 E 8TH ST

CLEARFIELD PA 16830-2802

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Plaintiffs' Complaint in Civil Action
in the above-captioned matter for an additional thirty (30) days.

GORDON & WEINBERG, P.C.

BY: 

FREDERIC I. WEINBERG, ESQUIRE

JOEL M. FLINK, ESQUIRE

Attorney for Plaintiff(s)

2043574

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

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

MAY 27 2008

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

Cavalry Portfolio Services,
LLC as assignee of Cavalry SPV
I, LLC as assignee of Hilco
Receivables, LLC as assignee
of BANK OF AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-979-CD

LARRY SHAW JR
476 E 8TH ST
CLEARFIELD PA 16830-2802

FEB. 17, 2009 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William L. Brown
Deputy Prothonotary

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

COMPLAINT IN CIVIL-ACTION

1. Plaintiff is a debt buyer and successor in interest to the original creditor as set forth in the caption of this Complaint.

2. At all times relevant hereto, the defendant(s) was the holder of a credit card, which at the request of the defendant(s) was issued to the defendant(s) by the plaintiff under the terms of which the plaintiff agreed to extend to defendant(s) the use of plaintiff's credit facilities.

3. Defendant(s) accepted and used the aforesaid credit card so issued and by so doing agreed to perform the terms and conditions prescribed by the plaintiff for the use of said credit card.

4. The defendant(s) received and accepted goods and merchandise and/or accepted services or cash advances through the use of the credit card issued by the Plaintiff. A true and correct copy of the Statement of Account is attached hereto as Exhibit "A".

5. All the credits to which the defendant(s) is entitled have been applied and there remains a balance due in the amount of \$5,666.68.

6. Plaintiff has made demand upon the defendant(s) for payment of the balance due of \$5,666.68 but the defendant(s) has failed and refused and still refuses to pay the same or any part thereof.

7. Defendant's last payment on account was made on 11/15/2005.

WHEREFORE, plaintiff claims of the defendant(s) the sum of \$5,666.68 plus applicable costs, interest and attorney's fees.

GORDON & WEINBERG, P.C.

BY: _____


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

P01A.DB

VERIFICATION

FREDERIC I. WEINBERG, ESQUIRE, hereby states that he is the attorney for the Plaintiff(s) 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



CARDHOLDER AGREEMENT

Section 11. INTRODUCTORY INFORMATION

- 1.1.1. Cardholder and Issuer Agreement. This Agreement is made between you and Bank of America... 1.1.2. Definitions. For purposes of this Agreement, the following definitions shall apply...

- 1.1.3. Payment. You agree to pay to Bank of America the amount of any charges made on your Card... 1.1.4. Late Payment. If you fail to pay the amount of any charges made on your Card by the due date...

- 1.1.5. Cardholder's Obligations. You agree to use your Card only for purchases and cash advances... 1.1.6. Lost or Stolen Card. If your Card is lost or stolen, you must notify Bank of America immediately...

- 1.1.7. Cardholder's Rights. You have the right to request a replacement Card if your Card is lost or stolen... 1.1.8. Cardholder's Responsibilities. You are responsible for the safekeeping of your Card and for all transactions made with it...

Date: 5/27/2008
Time: 02:31 PM

Clearfield County Court of Common Pleas
Receipt

NO. 1924232
Page 1 of 1

Received of: Weinberg, Frederic I. (attorney for Cava \$ 95.00

Ninety-Five and 00/100 Dollars

Case: 2008-00979-CD	Plaintiff: Cavalry Portfolio Services, LL	Amount
Civil Complaint		95.00
Total:		95.00

Check: 054781

Payment Method: Check
Amount Tendered:
Change Returned:
Clerk: BHUDSON

95.00
0.00

William A. Shaw, Prothonotary/Clerk of Cou
By: _____
Deputy Clerk

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105273
NO: 08-979-CD
SERVICES 1
PRAECIPE & COMPLAINT

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC as assignee
vs.
DEFENDANT: LARRY SHAW, JR.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GORDON	073327	10.00
SHERIFF HAWKINS	GORDON	073327	17.00

5
FILED

0/2/10
APR 30 2009

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,



Chester A. Hawkins
Sheriff

GORDON & WEINBERG, P.C.
BY: JOEL M. FLINK, ESQUIRE
BY: FREDERIC I. WEINBERG, ESQUIRE
Attorney I.D. No. 41200/41360
1001 E. Hector Street, Suite 220
Conshohocken, PA 19428
(484) 351-0500
Fax (484) 351-0501

FILED
NOV 20 2009
William A. Shaw
Prothonotary/Clerk of Courts
2cc
Amy Flink
G10

Attorneys for Plaintiff

Cavalry Portfolio Services, LLC	:	CLEARFIELD COUNTY
	:	COURT OF COMMON PLEAS
Plaintiff	:	
v.	:	
	:	
Larry Shaw, Jr.	:	NO. 08-979-CD
	:	
Defendant	:	

MOTION FOR ALTERNATE SERVICE PURSUANT TO PA.R.C.P. 430

Plaintiff, by and through its undersigned attorneys, doe hereby move this Honorable Court for an order pursuant to Pa.R.C.P. 430 for service by first class mail for the following reasons:

1. Plaintiff attempted to have its Complaint served upon the defendant at the residence of Larry Shaw, Jr., at the address of 476 E. 5th Street, Clearfield, PA 16830.
2. The Sheriff reported that after several attempts that there was no answer at the premises. The Sheriff indicated that the address was that of the Defendant's according to the post office and notices left appeared to have been taken. True and correct copies of the Sheriff's Affidavit of Return are attached hereto as Exhibit "A".
3. The Plaintiff has investigated the whereabouts of Mr. Shaw by: (1) sending a postal inquiry; and (2) doing a database search. True and correct copies of these searches are attached hereto as part of the Affidavit that is Exhibit "B".
4. Each of the searches performed by Plaintiff has confirmed that the address of Larry Shaw, Jr. is 476 E. 5th Street, Clearfield, PA 16830.

5. Plaintiff has been unable to serve the Complaint by personal service.

WHEREFORE, Plaintiff requests this Honorable Court enter an order permitting service to be made by first class mail.

GORDON & WEINBERG, P.C.

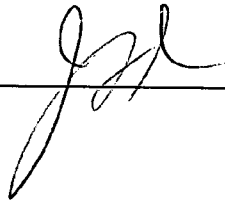
Date: 11-17-09

BY: 

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

VERIFICATION

Understanding that false statements herein made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities, I verify that I am an authorized representative of plaintiff, and that the facts set forth above are true and correct to the best of my knowledge, information and belief.



A handwritten signature in black ink, appearing to be "JSH", is written over a horizontal line.

EXHIBIT “A”

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-979-CD

2043574

CAVALRY PORTFOLIO SERVICES, LLC as assignee

vs

LARRY SHAW JR.

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 06/26/2008

HEARING:

PAGE: 104215

DEFENDANT: LARRY SHAW JR.

ADDRESS: 476 E. 8TH ST.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

6/10/08 N/HLP
6/25/08 N/H.

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT ON LARRY SHAW JR., DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT FOR LARRY SHAW JR.

AT (ADDRESS) _____

NOW 7/3/08 AT 1022 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO LARRY SHAW JR.

REASON UNABLE TO LOCATE paper expired

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

2043574

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-979-CD

CAVALRY PORTFOLIO SERVICES, LLC as assignee
vs
LARRY SHAW, JR.

SERVICE # 1 OF 1

PRAECIPE & COMPLAINT

SERVE BY: 03/19/2009 HEARING: PAGE: 105273

DEFENDANT: LARRY SHAW, JR.
ADDRESS: 476 E. 8TH. ST.
CLEARFIELD, PA 16830-2802
ALTERNATE ADDRESS

12/2/09
7/1/09
7/6/09
8/10/09
attempted N/A

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

2-19-09
2-23-09 N/A

2-24-09 N/A
2-27-09 N/A

3-2-09 N/A
3-3-09 N/A

3 Attempts + 3 attempts

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

PRAECIPE & COMPLAINT ON LARRY SHAW, JR., DEFENDANT

BY HANDING TO _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM POSTED THE WITHIN

PRAECIPE & COMPLAINT FOR LARRY SHAW, JR.

AT (ADDRESS) _____

NOW 3-23-09 AT 830 (AM) / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO LARRY SHAW, JR.

REASON UNABLE TO LOCATE NOT FOUND

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Deputy Signature

S. Hunter

Print Deputy Name

EXHIBIT “B”

GORDON & WEINBERG, P.C.
BY: JOEL M. FLINK, ESQUIRE
BY: FREDERIC I. WEINBERG, ESQUIRE
Attorney I.D. No. 41200/41360
1001 E. Hector Street, Suite 220
Conshohocken, PA 19428
(484) 351-0500
Fax (484) 351-0501

Attorneys for Plaintiff

Cavalry Portfolio Services, LLC	:	CLEARFIELD COUNTY
	:	COURT OF COMMON PLEAS
Plaintiff	:	
v.	:	
	:	
Larry Shaw, Jr.	:	NO. 08-979-CD
	:	
Defendant	:	

AFFIDAVIT PURSUANT TO P.A.R.C.P. 403(A)

I, Joel M. Flink, Esquire do hereby solemnly swear that the following is true and correct:

1. I am the attorney for the plaintiff.
2. I have performed the following investigation to determine the whereabouts of Larry Shaw, Jr.: (1) sending a postal inquiry; and (2) doing a database search; (3) doing internet directory search. True and correct copies of the searches are attached hereto as Exhibit "1".
3. The searches have confirmed the address of defendant, Larry Shaw, Jr., is 476 E. 5th Street, Clearfield, PA 16830, the same address the Sheriff attempted personal service of the Complaint.

Sworn and subscribed before
me this 17th day of November 2009

Annette Gianfelice
Notary Public


Joel M. Flink

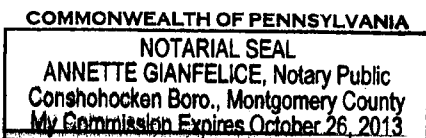


EXHIBIT “1”

MARC R. GORDON
FREDERIC I. WEINBERG*
JOEL M. FLINK*
CHRISTOPHER S. FROBA*



1001 E. HECTOR STREET
SUITE 220
CONSHOHOCKEN, PA 19428

*Also member NJ Bar

1200 LAUREL OAK ROAD
SUITE 104
VOORHEES, NJ 08043

October 20, 2009

Postmaster
CLEARFIELD PA 16830-2802

PHONE: (484) 351-0500
FACSIMILE: (484) 351-0501

Request for change of Address or Boxholder Information
Needed for Service of Legal Process

TOLL FREE: (866) 465-8087

Please furnish the new address or the name and STREET ADDRESS (if a boxholder) for the following: (Reply to PA office)

- NAME: LARRY SHAW JR
- ADDRESS: 476 E 8TH ST, CLEARFIELD PA 16830-2802

The following information is provided in accordance with 30 CFR 265.6(D) (6)(II). THERE IS NO FEE FOR PROVIDING BOXHOLDER INFORMATION. THE FEE FOR PROVIDING CHANGE OF ADDRESS INFORMATION IS WAIVED IN ACCORDANCE WITH 39 CFR 265.6(d)(1) AND (2) and corresponding Administrative Support Manual 352.44 a and b.

1. Capacity of Requestor::
(e.g., process server, attorney, party representing himself): FREDERIC I. WEINBERG, ESQUIRE
2. Statute or regulation that empowers me to service process (not required when requestor is an attorney or a party acting pro se - except a corporation acting pro se must cite statute): FREDERIC I. WEINBERG, ESQUIRE
3. The names of all known parties to the litigation: Cavalry SPV I, LLC vs. LARRY SHAW JR
4. The Court in which the case has been or will be heard: CLEARFIELD County Court of Common Pleas
5. The docket or other identifying number if one has been issued: 08-979-CD
6. The capacity in which this individual is to be served (e.g. defendant or witness) DEFENDANT

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTION OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000.00 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 3 YEARS, OR BOTH (title 18 U.S.C. Section 1001)

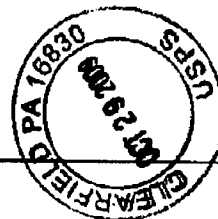
I hereby certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

FREDERIC I. WEINBERG, ESQ.

1001 E. Hector Street, Ste 220
Conshohocken, PA 19428

FOR POST OFFICE USE ONLY:
Boxholders Postmark

- ☐ Not known at address given.
- ☐ NEW ADDRESS OR NAME AND STREET ADDRESS
- ☐ Moved, left no forwarding address.
- ☒ No such address.
- ☐ No change of address order on file. GOOD AS ADDRESSED.
- ☐ P.O. Box Information (Street Address):




2043574


LARRY J SHAW JR
Gender - Male
476 E 8TH ST
CLEARFIELD, PA 16830-2802


SSN - 202-56-xxxx
Dates - Jul 07 - Nov 09
Phone - 814-765-8704 - EST
Phone Name - SHAW LARRY JR

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Online masters and PhD programs for busy professional lives.

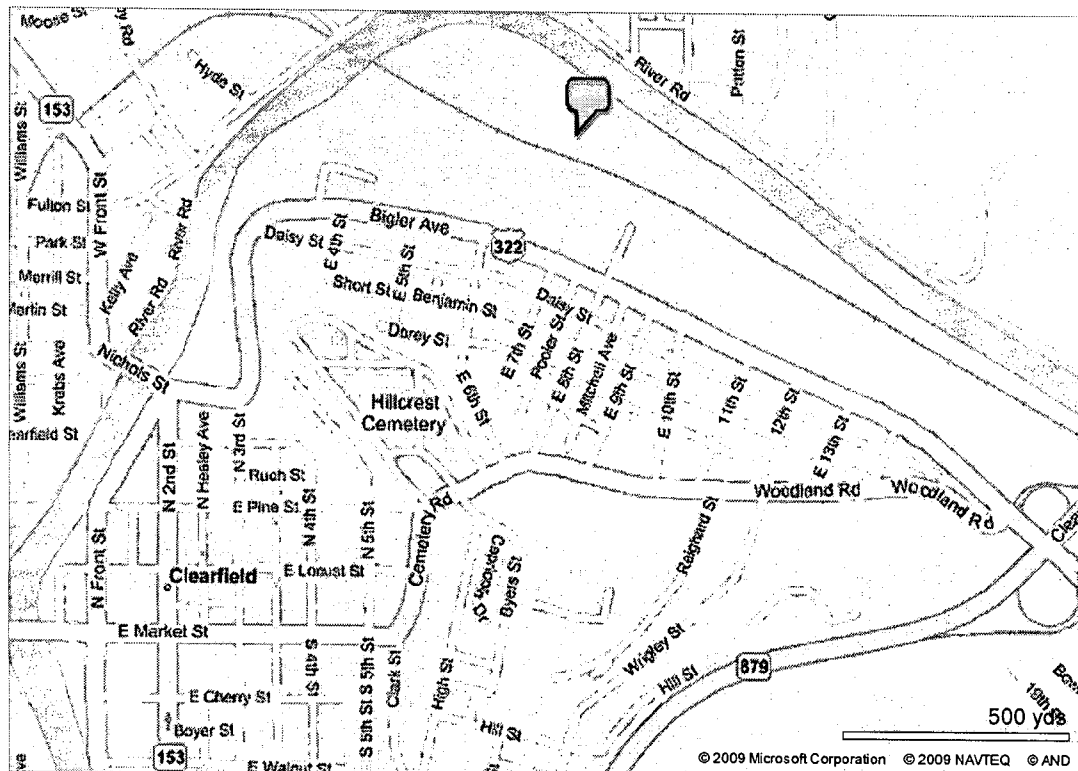
LEARN MORE 



CAPELLA
THE UNIVERSITY ONLINE

Listing Detail

 **Larry J Shaw**
476 E Eighth St
Clearfield, PA
16830
(814) 765-8704



GORDON & WEINBERG, P.C.
BY: JOEL M. FLINK, ESQUIRE
BY: FREDERIC I. WEINBERG, ESQUIRE
Attorney I.D. No. 41200/41360
1001 E. Hector Street, Suite 220
Conshohocken, PA 19428
(484) 351-0500
Fax (484) 351-0501

Attorneys for Plaintiff

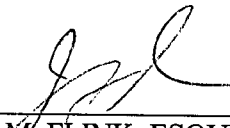
Cavalry Portfolio Services, LLC	:	CLEARFIELD COUNTY
	:	COURT OF COMMON PLEAS
Plaintiff	:	
v.	:	
	:	
Larry Shaw, Jr.	:	NO. 08-979-CD
	:	
Defendant	:	

CERTIFICATE OF SERVICE

Pursuant to penalties of 18 Pa. C.S.A. Section 4904, the undersigned verifies that the Motion for Alternate Service Pursuant to Pa.R.C.P. 430 was served upon the below designated, this date, in the manner noted:

Larry Shaw, Jr.
476 E. 8th Street
Clearfield, PA 16830

by first class mail.

By: 
JOEL M. FLINK, ESQUIRE
FREDERIC I. WEINBERG, ESQUIRE
Attorneys for Plaintiff

Date: 11-17-09

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

CALVARY PORTFOLIO SERVICES, LLC
Plaintiff

vs

LARRY SHAW, JR.
Defendant

NO. 08-979-CD

ORDER

AND NOW, this 23rd day of November, 2009, upon the Court's receipt and review of the Plaintiff's Motion for Alternative Service; it is the ORDER of this Court that the Complaint in Civil Action be served upon the Defendant **LARRY SHAW, JR.** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 476 E. 5th Street, Clearfield, PA 16830; and
3. By certified mail, return receipt requested, to 476 E. 5th Street, Clearfield, PA 16830.

Service of the aforementioned publication and mailings is effective upon the date of publication and mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

FILED 302
01/3/25/09
NOV 24 2009

William A. Shaw
Prothonotary/Clerk of Courts

BY THE COURT,

Fredric J. Ammerman
FREDRIC J. AMMERMAN
President Judge

2043574

*Public
Rec'd
Clerk*

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 Hilco
Receivables, LLC as assignee of
BANK OF AMERICA

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-979-CD

LARRY SHAW JR
476 E 8TH ST
CLEARFIELD PA 16830-2802

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Plaintiffs' Complaint in Civil Action in
the above-captioned matter for an additional thirty (30) days.

GORDON & WEINBERG, P.C.

BY: 

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

FILED

M/10:22
JAN 25 2010

William A. Shaw
Prothonotary/Clerk of Court

*acc & Compl.
Reinstated to Atty*

Atty pd. 7.00

2043574

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

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

MAY 27 2008

Attest.

William A. B...
Prothonotary/
Clerk of Courts

Cavalry Portfolio Services,
LLC as assignee of Cavalry SPV
I, LLC as assignee of Hilco
Receivables, LLC as assignee
of BANK OF AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-979-CD

LARRY SHAW JR
476 E 8TH ST
CLEARFIELD PA 16830-2802

Feb. 17, 2009 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. B...
Deputy Prothonotary

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

COMPLAINT IN CIVIL-ACTION

1. Plaintiff is a debt buyer and successor in interest to the original creditor as set forth in the caption of this Complaint.

2. At all times relevant hereto, the defendant(s) was the holder of a credit card, which at the request of the defendant(s) was issued to the defendant(s) by the plaintiff under the terms of which the plaintiff agreed to extend to defendant(s) the use of plaintiff's credit facilities.

3. Defendant(s) accepted and used the aforesaid credit card so issued and by so doing agreed to perform the terms and conditions prescribed by the plaintiff for the use of said credit card.

4. The defendant(s) received and accepted goods and merchandise and/or accepted services or cash advances through the use of the credit card issued by the Plaintiff. A true and correct copy of the Statement of Account is attached hereto as Exhibit "A".

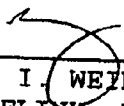
5. All the credits to which the defendant(s) is entitled have been applied and there remains a balance due in the amount of \$5,666.68.

6. Plaintiff has made demand upon the defendant(s) for payment of the balance due of \$5,666.68 but the defendant(s) has failed and refused and still refuses to pay the same or any part thereof.

7. Defendant's last payment on account was made on 11/15/2005.

WHEREFORE, plaintiff claims of the defendant(s) the sum of \$5,666.68 plus applicable costs, interest and attorney's fees.

GORDON & WEINBERG, P.C.

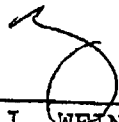
BY:  _____
FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

P01A.DB

VERIFICATION

FREDERIC I. WEINBERG, ESQUIRE, hereby states that he is the attorney for the Plaintiff(s) 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

OFFICE OF ASST. ATTORNEY GENERAL

CARDINAL POINT MANAGEMENT

[illegible][illegible][illegible][illegible]

Date: 5/27/2008
Time: 02:31 PM

Clearfield County Court of Common Pleas
Receipt

NO. 1924232
Page 1 of 1

Received of: Weinberg, Frederic I. (attorney for Cava \$ 95.00

Ninety-Five and 00/100 Dollars

Case: 2008-00979-CD	Plaintiff: Cavalry Portfolio Services, LL	Amount
Civil Complaint		95.00
Total:		95.00

Check: 054781

Payment Method: Check
Amount Tendered:
Change Returned:
Clerk: BHUDSON

95.00
0.00

William A. Shaw, Prothonotary/Clerk of Cou
By: _____
Deputy Clerk

2043574

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

MAR 29 2010

William A. Shaw
Prothonotary/Clerk of Courts

Cavalry Portfolio Services,
LLC as assignee of Cavalry SPV
I, LLC as assignee of Hilco
Receivables, LLC as assignee
of BANK OF AMERICA

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-979-CD

LARRY SHAW JR

CERTIFICATION OF SERVICE

I, **JOEL M. FLINK, ESQUIRE**, hereby certify that I, served a copy of Complaint in Civil Action, in accordance with the Court Order dated November 23, 2009, via First Class Mail, postage pre-paid on January 29, 2010, and Certified Mail, return receipt requested on January 30, 2010 to 476 E. 8th Street, Clearfield, PA , 16830 and by Publication in The Progress in the regular issues of January 29, 2010 and The Clearfield County Legal Journal in the regular issues of Week of January 29, 2010, Vol 22, NO.5 to all other parties or their counsel of record. Copies of Return Receipt Card and Proof of Publication are attached as Exhibit "A".

JOEL M. FLINK, ESQUIRE

Dated: 3-24-10

p020

Exhibit "A"

2043574

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.		<p>A. Signature <i>*Brooke Shaw</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Brooke Shaw</i></p> <p>C. Date of Delivery <i>2/30/10</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
1. Article Addressed to: <i>LARRY SHAW JR. 476 E. 8th Street Clearfield, PA 16830</i>			
2. Article Number (Transfer from service label)		7006 0100 0000 7708 5209	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

certif mail return

PROOF OF PUBLICATION

2043574

STATE OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:

On this 25th day of February, A.D. 20 10,
before me, the subscriber, a Notary Public in and for said County and
State, personally appeared Margaret E. Krebs, who being duly sworn
according to law, deposes and says that she is the President of The
Progressive Publishing Company, Inc., and Associate Publisher of The
Progress, a daily newspaper published at Clearfield, in the County of
Clearfield and State of Pennsylvania, and established April 5, 1913, and
that the annexed is a true copy of a notice or advertisement published in
said publication in

the regular issues of January 29, 2010.
And that the affiant is not interested in the subject matter of the notice or
advertising, and that all of the allegations of this statement as to the time,
place, and character of publication are true.

Margaret E. Krebs

Sworn and subscribed to before me the day and year aforesaid.

Cheryl J. Robison
Notary Public Clearfield, Pa.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Cheryl J. Robison, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Oct. 31, 2011
Member, Pennsylvania Association of Notaries

NOTICE
A complaint was filed against
Larry Shaw Jr. in a civil action in the
Court of Common Pleas of Clear-
field County at the docket #
08-679-CD requiring Larry Shaw
Jr. response within 30 days. A
copy is available at the Courthouse
or through named counsel at
484-351-0500.
1-29-10-b

2043574

NOTICE

A complaint was filed against Larry Shaw Jr. in a civil action in the Court of Common Pleas of Clearfield County at the docket # 08-979-CD requiring Larry Shaw Jr. response within 30 days. A copy is available at the Courthouse or through named counsel at 484-351-0500.

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA


:

:

COUNTY OF CLEARFIELD

:

On this 29th day of January AD 2010, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of January 29, 2010, Vol. 22, No.5. And that all of the allegations of this statement as to the time, place, and character of the publication are true.


Gary A. Knaresboro, Esquire
Editor

Sworn and subscribed to before me the day and year aforesaid.



Notary Public

My Commission Expires

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Amy Mae Gardner, Notary Public
City of DuBois, Clearfield County
My Commission Expires May 28, 2013
Member, Pennsylvania Association of Notaries

Gordon & Weinberg, P.C.
1001 E. Hector Street
Suite 220
Conshohocken, PA 19428

2043574

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
APR 05 2010
William A. Shaw
Prothonotary/Clerk of Courts
Notice to Def.
(611)

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC as assignee of Hilco
Receivables, LLC as assignee of
BANK OF AMERICA

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-979-CD

LARRY SHAW JR

**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
defendant(s) LARRY SHAW JR above named only and assess damages
certified to be calculable as a sum certain from the complaint, as
follows:

Principal	\$5,493.66
Interest from 10/15/07	
@24.99%	\$3,298.64
Costs (Complaint & Service)	\$189.25
Less: Payment on Account	(\$.00)
Total:	\$8,981.55

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 Hilco Receivables, LLC as assignee of BANK OF AMERICA and that the
last known address of defendant, LARRY SHAW JR, 476 E 8TH ST,
CLEARFIELD PA 16830-2802.

2. The annexed notice(s) of intention to file this praecipe was
(were) mailed to all parties, defendant 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 defendant(s) is (are) not in the military service of the United States or otherwise within the coverage of the Soldiers and Sailors Civil Relief Act and is (are) over 18 years of age.

AND NOW, this 5th day of April, 2010 Judgment is entered in favor of the plaintiff(s) and against defendant(s) by default for want of an answer and damages assessed at the sum of , \$8,981.55 as per the above certification.

Willi [Signature]
Prothonotary

GORDON & WEINBERG, P.C.

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

2043574

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 Hilco Receivables, LLC
as assignee of BANK OF AMERICA

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-979-CD

LARRY SHAW JR

NOTICE OF INTENTION TO TAKE DEFAULT

TO/PARA :

LARRY SHAW JR
476 E 8TH ST
CLEARFIELD PA 16830-2802

DATE OF NOTICE/FECHA DEL AVISO: February 23, 2010

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

P10D-2

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 Hilco
Receivables, LLC as assignee of
BANK OF AMERICA

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-979-CD

LARRY SHAW JR
476 E 8TH ST
CLEARFIELD PA 16830-2802

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 \$8,981.55**
☐ **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


PROTHONOTARY

4/5/10

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

JUN 21 2010

William A. Shaw
 Prothonotary/Clerk of Courts

2 Clerk w/ 6 waff

to SHF

1 Clerk w/ 1 waff

to AHC

Cavalry Portfolio Services, LLC
 as assignee of Cavalry SPV I,
 LLC as assignee of Hilco
 Receivables, LLC as assignee of
 BANK OF AMERICA
 7 Skyline Drive
 Hawthorne, NY 10532

COURT OF COMMON PLEAS
 CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-979-CD

LARRY SHAW JR
 476 E 8TH ST
 CLEARFIELD PA 16830-2802
 and

CNB BANK
 221 E. CHERRY STREET
 CLEARFIELD PA 16830

GARNISHEEPRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

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

(1) against

LARRY SHAW JR

defendant(s) and

(2) against

CNB BANK

garnishee(s)

(3) AMOUNT DUE	\$8,792.30
INTEREST	
from April 5, 2010	\$85.86
COSTS	

Prothonotary fee \$20.00

Sheriff fee \$200.00

(4) Less: Payments on Account (\$0.00)

TOTAL**\$9,098.16**

Prothonotary costs

\$149.00

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
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC as assignee of Hilco
Receivables, LLC as assignee of
BANK OF AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-979-CD

LARRY SHAW JR
476 E 8TH ST
CLEARFIELD PA 16830-2802
and

CNB BANK
221 E. CHERRY 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
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 Hilco
Receivables, LLC as assignee of
BANK OF AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-979-CD

LARRY SHAW JR
476 E 8TH ST
CLEARFIELD PA 16830-2802
and

CNB BANK
221 E. CHERRY 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
1 N. 2ND ST., STE. 116
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 Hilco Receivables, LLC
as assignee of BANK OF AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-979-CD

LARRY SHAW JR
476 E 8TH ST
CLEARFIELD PA 16830-2802
and

CNB BANK
221 E. CHERRY STREET
CLEARFIELD PA 16830

GARNISHEE

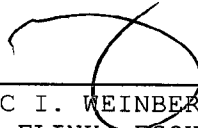
INTERROGATORIES IN ATTACHMENT

TO: CNB 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 if so what was the consideration therefore?
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(s) 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 of funds in each account, 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(s) 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: 6/15/10

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 Hilco
Receivables, LLC as assignee of
BANK OF AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-979-CD

LARRY SHAW JR
476 E 8TH ST
CLEARFIELD PA 16830-2802
and

CNB BANK
221 E. CHERRY STREET
CLEARFIELD PA 16830

GARNISHEE

WRIT OF EXECUTION

(3) AMOUNT DUE	\$8,792.30
INTEREST	
from April 5, 2010	\$85.86
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$200.00</u>
Less: Payment on Account	(\$.00)
TOTAL	\$9,098.16
Prothonotary costs	149.60

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
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COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-979-CD

LARRY SHAW JR
476 E 8TH ST
CLEARFIELD PA 16830-2802
and

CNB BANK
221 E. CHERRY STREET
CLEARFIELD PA 16830

GARNISHEE

Commonwealth of Pennsylvania)
County of CLEARFIELD)

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

LARRY SHAW JR

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

CNB BANK
221 E. CHERRY STREET
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 any 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 (i) the first \$10,000.00 of each account of the defendant with a bank or other financial institution containing any funds which 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.**

(ii) **each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all 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.**

(iii) **any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 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 42 Pa.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	\$8,792.30
INTEREST	
from April 5, 2010	\$85.86
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$200.00</u>

Less: Payment on Account (\$.00)

TOTAL \$9,098.16

Prothonotary costs

\$149.00

Prothonotary

BY:

Willie
Clerk

DATE:

6-21-10

To Deputy 6/24/2010

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-979-CD

CAVALRY PORTFOLIO SERVICES, LLC as assignee of Cavalry SPV I, LLC as assignee of Hilco Receivables, LLC as assignee of BANK OF AMERICA

vs

SERVICE # 1 OF 2

LARRY SHAW JR.

TO: CNB BANK, Garnishee

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 09/19/2010 ASAP HEARING: PAGE: 107248

DEFENDANT: CNB BANK, Garnishee
ADDRESS: 1 S. SECOND ST.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 6-30-2010 AT 2:42 AM/PM SERVED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE ON CNB BANK, Garnishee DEFENDANT

BY HANDING TO Cindy Pearce P.I.C

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

ADDRESS SERVED 1 S. Second St.
Clearfield, PA 16830

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE FOR CNB BANK, Garnishee

AT (ADDRESS) _____

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

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

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2010

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis
Deputy Signature

JAMES E. DAVIS
Print Deputy Name

FILED
03:05 PM
JUN 30 2010
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 107248

2 of 2

CAVALRY PORTFOLIO SERVICES, LLC

NO. 08-979-CD

-VS-

LARRY SHAW JR.

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

TO: CNB BANK, Garnishee

SHERIFF'S RETURN

NOW JULY 2, 2010 MAILED THE WITHIN:
WRIT, PRAECIPE, WRIT NOTICE, CLAIM FOR EXEMPTION, INTERROGATORIE
TO LARRY SHAW JR., DEFENDANT
AT 476 E. 8T ST., CLEARFIELD, PA. 16830
IN THE S.A.S.E.

FILED
06:30 PM
JUL 02 2010
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 107248
NO: 08-979-CD
SERVICES 2

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC as assignee of Cavalry SPV I, LLC as assignee of Hilco
Receivables, LLC as assignee of BANK OF AMERICA

vs.

DEFENDANT: LARRY SHAW JR.

TO: CNB BANK, Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GORDON	121547	20.00
SHERIFF HAWKINS	GORDON	121547	26.44

Sworn to Before Me This

_____ Day of _____ 2010

So Answers,



Chester A. Hawkins
Sheriff

2043574

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 Hilco
Receivables, LLC as assignee of
BANK OF AMERICA

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 08-979-CD

LARRY SHAW JR

and

CNB Bank

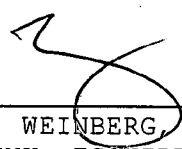
Garnishee

PRAECIPE TO DISSOLVE ATTACHMENT

TO THE PROTHONOTARY:

Kindly dissolve the attachment of the defendant's bank account
with CNB 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

FILED
JUL 16 2010
William A. Shaw
Prothonotary/Clerk of Courts
Noce
60

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I, LLC
assignee of BANK OF AMERICA

Plaintiff

v.

NO. 08-979-CD
CIVIL ACTION - LAW

LARRY SHAW, JR

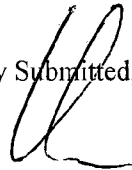
Defendant(s)

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter the undersigned as counsel for Plaintiff in the captioned matter.

Respectfully Submitted,



By: _____
Michael B. Volk, Esq. #885530
Fulton, Friedman & Gullace LLP
Counsel for Plaintiff
6 Kacey Court, Suite 203
Mechanicsburg, PA 17055
Tel: (866) 563-0809 Fax: (585) 546-4241

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Praecipe was served this date by depositing same in the Post Office, first class mail, postage prepaid, addressed as follows:

LARRY SHAW, JR
476 E 8TH ST
CLEARFIELD PA 16830-2802
Defendant(s)



Michael B. Volk, Esq.
Attorney ID #885530

FFG File #: 376724



PA/PA_EOA GARN

FILED No CC
m/ 3:08pm
FEB 25 2014
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I, LLC
assignee of BANK OF AMERICA
Plaintiff

vs.

NO. 08-979-CD
CIVIL ACTION - LAW

LARRY SHAW, JR
Defendant(s)

PRAECIPE FOR WRIT OF EXECUTION (MONEY JUDGMENT)

P.R.C.P. 3101 TO 3149

To the Prothonotary: Please issue the Writ of Execution in the above-captioned matter, in the amount of \$5493.66.

(1) Directed to the Sheriff of CLEARFIELD County, Pennsylvania;

(2) against, LARRY SHAW, JR
476 E 8TH ST
CLEARFIELD PA 16830-2802
Defendant (s);

(3) and against CLEARFIELD BANK AND TRUST
located at N 2nd And Bridge St
Clearfield PA 16830
Garnishee(s);

(4) and index this writ
(A) against LARRY SHAW, JR
Defendant (s) and
(B) against, CLEARFIELD BANK AND TRUST

FILED *PO \$20.00 AHA*
m/3:08pm 6 writ to SHAW
FEB 25 2014
BRIAN K. SPENCER *(Signature)*
PROTHONOTARY & CLERK OF COURTS

as a lis pendens against the real property of the Defendant(s) in the name of the Garnishee(s) as follows: (Specifically describe property) ***Garnish Only ***

You are directed to attach the property of the Defendant(s) not levied upon in the possession of CLEARFIELD BANK AND TRUST, Garnishee(s)

All accounts including but not limited to all savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges, documents of title, securities, and coupons.

Judgment Amount due: \$5493.66
Less Payments: \$(0.00)
Interest from Judgment Date: \$4535.84
Total: \$10029.50
Prothonotary Fee: _____
Sheriff Fee: _____
Costs to be added: _____



Michael B. Volk, Esq. #885530
Fulton, Friedman & Gullace LLP/Counsel for Plaintiff
6 Kacey Court, Suite 203
Mechanicsburg, PA 17055
Tel #: (866) 563-0809 Fax: (585) 546-4241

FFG file # 376724



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC
assignee of BANK OF AMERICA

Plaintiff

v.

NO. 08-979-CD

CIVIL ACTION - LAW

LARRY SHAW, JR

Defendant(s)

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 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 statutory exemption: ☐ in cash; ☐ in kind (specify property):
_____;

(b) other (specify amount and basis of exemption): _____

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at _____ (Address), _____ (Telephone Number).

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

Date: _____

(Defendant)

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

FFG File # 376724



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC
assignee of BANK OF AMERICA
Plaintiff

NO. 08-979-CD
CIVIL ACTION - LAW

v.

LARRY SHAW, JR
Defendant(s)

WRIT OF EXECUTION - NOTICE

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

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. 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 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.

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 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

FPG file # 376724



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

Cavalry Portfolio Services, LLC, Cavalry SPV I, LLC,
Hilco Receivables, LLC, Bank of America,

Vs.

No.: 2008-00979-CD

Larry Shaw Jr.,

Clearfield Bank and Trust
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against Larry Shaw Jr., Defendant(s):

(4) You are directed to levy upon the property of the defendant and to sell defendant's interest therein:

(5) You are also directed to attach the property of the defendant not levied upon in the possession of:
Clearfield Bank and Trust as garnishee(s):

and to notify the garnishee 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 any 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 (i) the first \$10,000 of each account of the defendant with a bank or other financial institution containing any funds which 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.

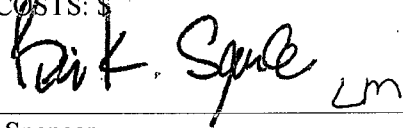
ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 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 42 Pa.C.S. § 8123.

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

AMOUNT DUE/PRINCIPAL: \$5493.66
INTEREST FROM: \$4535.84 from Judgment date
ATTY'S COMM: \$
DATE: 2/25/2014

PROTH. COSTS PAID: \$176.00
SHERIFF: \$
OTHER COSTS: \$



Brian K Spencer
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
at _____ A.M./P.M. _____

Sheriff

Requesting Party:
Michael B Volk Esq
6 Kacey Court, Suite 203
Mechanicsburg PA 17055
866-563-0809

To Deputy 2/28/14

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-979-CD

CAVALRY PORTFOLIO SERVICES, LLC as assignee of Cavalry SPV I, LLC assignee of BANK OF AMERICA
vs
LARRY SHAW, JR.
TO: CLEARFIELD BANK & TRUST, Garnishee
SERVICE # 1 OF 2

WRIT OF EXECUTION, INTERROGATORIES

SERVE BY: 05/25/2014 **RUSH** HEARING: PAGE: 111585

DEFENDANT: CLEARFIELD BANK & TRUST, Garnishee
ADDRESS: 11 N. 2ND ST.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

FILED No. 16
5 0/9:40am
MAR 05 2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

SHERIFF'S RETURN

NOW, March 3 2014 AT 1:55 AM PM **SERVED** THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES ON CLEARFIELD BANK & TRUST, Garnishee, DEFENDANT

BY HANDING TO KATHY JACOBSON Bank Officer

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

ADDRESS SERVED 11 N. 2nd St, Clearfield Pa 16830
() Residence (X) Employment () Sheriff's Office () Other

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES FOR CLEARFIELD BANK & TRUST, Garnishee

AT (ADDRESS) _____

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

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

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2014

So Answers: WESLEY B THURSTON, SHERIFF

BY: [Signature]

Deputy Signature

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 111585

2 of 2

CAVALRY PORTFOLIO SERVICES, LLC as assignee

NO. 08-979-CD

vs

LARRY SHAW, JR.

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

TO: CLEARFIELD BANK & TRUST, Garnishee

SHERIFF'S RETURN

NOW MARCH 4, 2014 MAILED THE WITHIN:
WRIT, WRIT NOTICE & CLAIM FOR EXEMPTION
TO: LARRY SHAW, JR., DEFENDANT
AT: 476 E. 8TH ST., CLEARFIELD, PA. 16830
IN THE S.A.S.E.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 111585
NO: 08-979-CD
SERVICES 2
WRIT OF EXECUTION, INTERROGATORIES

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC as assignee of Cavalry SPV I, LLC assignee of BANK OF AMERICA
vs.
DEFENDANT: LARRY SHAW, JR.
TO: CLEARFIELD BANK & TRUST, Garnishee

SHERIFF RETURN

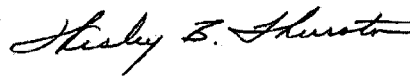
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	FULTON	209970	20.00
SHERIFF THURSTON	FULTON	209970	26.00

Sworn to Before Me This

_____ Day of _____ 2014

So Answers,



WESLEY B. THURSTON
Sheriff

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

Cavalry Portfolio Services, LLC, Cavalry SPV I, LLC,
Hilco Receivables, LLC, Bank of America,

Vs.

No.: 2008-00979-CD

Larry Shaw Jr.,

Clearfield Bank and Trust
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against Larry Shaw Jr., Defendant(s):

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

and to notify the garnishee 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 any 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 (i) the first \$10,000 of each account of the defendant with a bank or other financial institution containing any funds which 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.

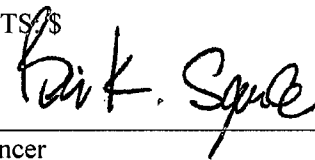
ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 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 42 Pa.C.S. § 8123.

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

AMOUNT DUE/PRINCIPAL: \$5493.66
INTEREST FROM: \$4535.84 from Judgment date
ATTY'S COMM: \$
DATE: 2/25/2014

PROTH. COSTS PAID: \$176.00
SHERIFF: \$
OTHER COSTS: \$



Brian K. Spencer
Prothonotary/Clerk Civil Division

Received this writ this 26th day
of February A.D. 2014
at 3:50 A.M. (P.M.)

Wesley B. Thurston
Sheriff Wesley B. Thurston

Requesting Party:
Michael B Volk Esq
6 Kacey Court, Suite 203
Mechanicsburg PA 17055
866-563-0809

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

Cavalry Portfolio Services, LLC, Cavalry SPV I, LLC,
Hilco Receivables, LLC, Bank of America,

Vs.

No.: 2008-00979-CD

Larry Shaw Jr.,

Clearfield Bank and Trust
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against Larry Shaw Jr., Defendant(s):

(7) You are directed to levy upon the property of the defendant and to sell defendant's interest therein:

(8) You are also directed to attach the property of the defendant not levied upon in the possession of:
Clearfield Bank and Trust as garnishee(s):

and to notify the garnishee 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 any 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 (i) the first \$10,000 of each account of the defendant with a bank or other financial institution containing any funds which 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.

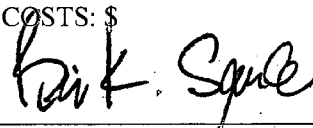
ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 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 42 Pa.C.S. § 8123.

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

AMOUNT DUE/PRINCIPAL: \$5493.66
INTEREST FROM: \$4535.84 from Judgment date
ATTY'S COMM: \$
DATE: 2/25/2014

PROTH. COSTS PAID: \$176.00
SHERIFF: \$
OTHER COSTS: \$



Brian K. Spencer
Prothonotary/Clerk Civil Division

Received this writ this 26th day
of February A.D. 2014
at 3:00 A.M./P.M.

Wesley B. Thurston

Sheriff
by Mark H. H. H.

Requesting Party:
Michael B Volk Esq
6 Kacey Court, Suite 203
Mechanicsburg PA 17055
866-563-0809

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

Cavalry Portfolio Services, LLC, Cavalry SPV I, LLC,
Hilco Receivables, LLC, Bank of America,

Vs.

No.: 2008-00979-CD

Larry Shaw Jr.,

Clearfield Bank and Trust
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against Larry Shaw Jr., Defendant(s):

(7) You are directed to levy upon the property of the defendant and to sell defendant's interest therein:

(8) You are also directed to attach the property of the defendant not levied upon in the possession of:
Clearfield Bank and Trust as garnishee(s):

and to notify the garnishee 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 any 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 (i) the first \$10,000 of each account of the defendant with a bank or other financial institution containing any funds which 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.

ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all 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.

iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 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 42 Pa.C.S. § 8123.

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

AMOUNT DUE/PRINCIPAL: \$5493.66
INTEREST FROM: \$4535.84 from Judgment date
ATTY'S COMM: \$
DATE: 2/25/2014

PROTH. COSTS PAID: \$176.00
SHERIFF: \$
OTHER COSTS: \$

Brian K. Spencer

Brian K Spencer
Prothonotary/Clerk Civil Division

Received this writ this 26th day
of February A.D. 2014
at 3:00 A.M. (P.M.)

Wesley B. Thurston
Sheriff
Clay Mauldin

Requesting Party:
Michael B Volk Esq
6 Kacey Court, Suite 203
Mechanicsburg PA 17055
866-563-0809

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

CALVARY PORTFOLIO SERVICES, LLC

Plaintiff

CIVIL ACTION

FULTON FRIEDMAN & GULLACE, LLP

MICHAEL B VOLK, ESQUIRE

6 KACEY COURT, SUITE 203

MCEHANICBURG, PA 17055

Attorney for Plaintiff

Case No. 2008-00979-CD

Type Case: CIVIL

Type of Pleading: ANSWERS TO
INTERROGATORIES

VS.

LARRY SHAW JR

Defendant

Filed on Behalf of:

CLEARFIELD BANK & TRUST
COMPANY

AND

CLEARFIELD BANK & TRUST COMPANY

Garnishee(s)

Filed by:

Lori A. Kurtz

Asst. Vice President & Special
Assets Mgr.

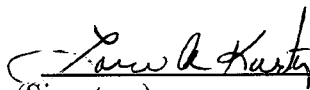
11 N. 2nd St., P.O. Box 171

Clearfield, PA 16830

(Address)

814-765-7551 or 814-762-8825

(Phone)


(Signature)

⁵
FILED 3CC
01/12:40m Clearfield
JUN 26 2014 Bank & Trust
6e

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

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

CALVARY PORTFOLIO SERVICES, LLC :
PLAINTIFF :
Vs :
LARRY SHAW JR : Case No.2008-00979-CD
DEFENDANT :
:

To: The Prothonotary of Clearfield County

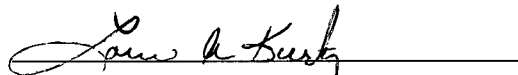
The Clearfield Bank & Trust Company files answers to plaintiff's interrogatories as follows:

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 the 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 N/A
The answer to the Plaintiff's interrogatories #8 is N/A
The answer to the Plaintiff's interrogatories #9 is N/A
The answer to the Plaintiff's interrogatories #10 is N/A
The answer to the Plaintiff's interrogatories # 11 is
Lori A. Kurtz, 11 N 2nd St, PO Box 171, Clearfield, PA 16830
814-765-7551

The answer to the Plaintiff's interrogatories # 12 is
Same as Above

I hereby certify that the foregoing Answers to Interrogatories are true and correct, to the best of my knowledge, information and belief, under penalty of 18 P.S. 4904, relating to unsworn falsification to authorities.

Dated: June 26, 2014



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC
assignee of BANK OF AMERICA

Plaintiff

NO. 08-979-CD
CIVIL ACTION - LAW

v.

LARRY SHAW, JR

Defendant(s)

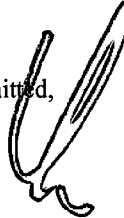
PRAECIPE TO DISCONTINUE ATTACHMENT

TO THE PROTHONOTARY:

Please discontinue the Writ of Execution filed against Garnishee CLEARFIELD BANK AND TRUST in the referenced matter without prejudice.

Respectfully Submitted,

By:



Michael B. Volk, Esq. #88553
Fulton, Friedman & Gullace, LLP
Counsel for Plaintiff
6 Kacey Court, Suite 203
Mechanicsburg, PA 17055
(866) 563-0809

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Praecipe was served this date by depositing same in the Post Office, first class mail, postage prepaid, addressed as follows:

LARRY SHAW, JR
476 E 8TH ST
CLEARFIELD PA 16830-2802


CLEARFIELD BANK AND TRUST
N 2nd And Bridge St
Clearfield PA 16830



Michael B. Volk, Esq.
Attorney ID #88553

FFG file #: 376724



ICC Atty Volk
def't
m/8:30am garnishee
SEP 23 2014 (envelopes provided)
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS


at

FILED
JUN 24 2019
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
Miles qam
Apothaker
lc Rthy

Our File No.: 449389
Apothaker Scian P.C.
By: David J. Apothaker, Esquire
Attorney I.D. #38423
520 Fellowship Road Suite C306, PO Box 5496
Mt. Laurel, NJ 08054-5496
(800) 672-0215
Attorneys for Plaintiff

COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
NO.: 08-979-CD
Civil Action
CAVALRY PORTFOLIO SERVICES
LTC AS ASSIGNEE OF CAVALRY SPV
I, LLC AS ASSIGNEE OF HILCO
RECEIVABLES LLC AS ASSIGNEE OF
BANK OF AMERICA
Plaintiff
vs.
LARRY SHAW JR
Defendant

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of the Plaintiff, CAVALRY PORTFOLIO SERVICES
LTC AS ASSIGNEE OF CAVALRY SPV I, LLC AS ASSIGNEE OF HILCO RECEIVABLES
LLC AS ASSIGNEE OF BANK OF AMERICA.

Apothaker/Scian P.C.
Attorney for Plaintiff
A Law Firm Engaged in Debt Collection
By: David J. Apothaker, Esquire

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the Public Access Policy of the
Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that
require filing confidential information and documents differently than non-confidential
information and documents.

Submitted by: Apothaker Scian PC

Signature: _____
Name: David J. Apothaker, Esquire
Attorney No.: 38423